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The Solicitors' Journal and Reporter.

LONDON, JANUARY 10, 1891.

CURRENT TOPICS.

MR. JOHN SMITH, the Inspector General in Bankruptcy, has been appointed Inspector General in Companies Liquidation, and Mr. CHARLES JOHN STEWART has been appointed Official Receiver attached to the High Court for all the purposes of the Companies (Winding-up) Act, 1890. Mr. HAROLD DE VAUX BROUGHAM has been appointed an Official Receiver of the Bankruptcy District of the High Court in the place of Mr. STEWART.

THE RULES under the Companies (Winding-up) Act, 1890, speak twice (rules 39 and 40) of orders "sealed with the seal of the court." As a matter of fact, there is no "seal of the court" in the Chancery Division. Each of the registrars has a separate stamp, and the entering clerk has another stamp. These two stamps combined authenticate an order, but, query, will they be "the seal of the court" within the provisions of the rules? Or will the Lord Chancellor, as President of the Division, have to be in constant attendance to affix the Great Seal to the little orders under the new Act?

WE DREW attention last week to the mass of witness actions standing for trial in the Chancery Division, and to the improbability of their number being much diminished during the approaching sittings. Out of the total of 448 witness actions at the commencement of the Michaelmas Sittings, only 74 were disposed of, and to the 374 left over a large number have been subsequently added. We gave the approximate aggregate number last week at 513, and it appears from the printed cause lists of the Chancery Division that the exact number is 515. It must be obvious that by no possibility can the present staff of judges overtake the work comprised in this class of cases, the majority of which are practically arrears. A more efficient or industrious bench could not be desired, but the other branches of their work, to which three days in each week must necessarily be devoted, are so heavy as to render it impossible to give more time to witness actions, and indeed it often becomes necessary to encroach on the limited time available for them. Unless, therefore, some further judicial power is provided for their disposal, the witness actions must remain—as they have now been for several years—a scandal in the administration of justice. Suitors will grow weary of constant and lengthened delay, and witness actions in the Chancery Division may hereafter become as extinct as is mercantile business from the City of London.

THERE IS a rumour that a Bill will be brought into Parliament in the coming session to amend the lunacy law by conferring the power of making orders upon the masters. Under the present rules, though all matters have to pass through the masters' office, yet the orders are, in fact, made by the judge in lunacy, and are the orders of the judge in the same way that, for instance, the chief clerk's certificate is really the certificate

of the judge. If the Masters in Lunacy have the sole power of making orders we need hardly say that applications in lunacy will be very much diminished in so far as the legal profession is interested in them. The applications heard in court must necessarily become very few. There is a marked disposition in present legislation to exclude the legal profession as much as possible from the lunacy court. For instance, rule 61 of the Rules in Lunacy of last year provides that "the masters shall, so far as possible, prepare their certificates without attendance of solicitors or parties." It is understood that Lord Justice Cotton was averse to the power of making orders being confided to the Masters in Lunacy; now he has retired the obstacle which formerly existed has been removed, and there is therefore an increased probability that the change will be made. Whether the proposed change will work well in practice may be doubted, but, at all events, its success will depend greatly upon the character and efficiency of the masters for the time being, and of the staff of officers assisting them.

As might have been expected in such an inclement season as the present, the various statutory enactments in relation to the removal of snow have given rise to no little controversy. The ice and snow enactments vary according as the locality with which they deal is situate (1) in the metropolis, (2) in an urban sanitary district, (3) in a town subject to the Town Police Clauses Act, or (4) elsewhere. As to the metropolis, the 117th section of the Metropolis Management Act, 1855, enacts that "every vestry and district board shall cause any footway within their district to be scraped, swept, or cleansed in such manner and at such times as they think fit; but this enactment shall not relieve any occupier of any house or building, or any company whatsoever, from any liability to scrape, sweep, or cleanse any part of such footway," the reference being to section 60 of the Metropolitan Police Act, 1839, whereby a maximum penalty of 40s. is imposed on every occupier of a house in the Metropolitan Police District "who shall not keep sufficiently swept and cleansed all footways adjoining to the premises belonging to him." In Marylebone and other parishes, moreover, the local Act, 57 Geo. 3, c. xxix, s. 3, provides with greater detail that "every occupier of a house during the continuance of a frost, or after or during a fall of snow, shall once in every day, before 10 a.m., except Sunday, sweep and cleanse the footway all along the front of their respective houses," and in November, 1879 (as we learn from a note in Chitty's Statutes to section 60 of the Metropolitan Police Act), the Marylebone Vestry gave public notice of their intention to enforce these provisions. The Metropolitan Police Act also, by section 54, sub-section 17, imposes a penalty of not more than 40s. on every person "who shall make or use any slide upon ice or snow in any street or other thoroughfare to the common danger of the passengers." As to urban sanitary districts, the Public Health Act, 1875, by section 44, merely gives the urban sanitary authorities power to make bye-laws for the prevention of nuisances arising from snow, while, with respect to such districts as may be subject to the Town Police Clauses Act, 1847, section 28 of that Act, besides imposing a penalty of not more than 40s. on every person who makes or uses any slide on ice or snow in any street, imposes a like penalty on any person who throws anything from the roof of a house, "except snow thrown so as not to fall on any passenger." Finally, the Highways Act, 1835, in regard to the country generally, provides that, "if any impediment or obstruction shall arise in any highway from accumulation of snow, the surveyor is required from time to time, and within twenty-four hours after notice thereof from any justice of the peace of the county in which the parish" for which the surveyor acts "may be situate, to cause the same to be removed."

THE LIQUIDATORS of companies in process of being wound up at the beginning and end of last year, whether compulsorily, or under supervision, or voluntarily, are likely to have a lively time of it during the present month. We think that few of them would imagine that section 15 of the Companies (Winding-Up) Act, 1890, providing for "a statement in the prescribed form and containing the pre-

scribed particulars" to be furnished "at such intervals as may be prescribed," would be extended by the "silent and secret process" of rule-making so as to require "a detailed statement of all the liquidator's receipts and payments on behalf of the company" to be furnished within thirty days from the 1st of January last. But this is the effect of rule 127 (2) of the General Rules under the Act, which provides that: "Where the winding up of a company has been commenced on or before the 1st day of January, 1890, and has not been concluded before the 1st day of January, 1891, the first statement which the liquidator shall send to the Registrar of Joint-Stock Companies with respect to the proceedings and position of the liquidation shall be sent in duplicate within thirty days from the 1st of January, 1891, or within such extended period as the Board of Trade or the court may in any particular case for special reasons sanction"; while the order which we publish elsewhere prescribes the form of the detailed statements to be presented in duplicate, in which even "petty expenses" are to be entered in sufficient detail to shew that no estimated charges have been made. It is significant that this order is only dated on the 31st of December, and that it did not appear in the *London Gazette* until the 2nd of January; so that two or three days of the scanty time allowed were cut off; for, of course, no liquidator could begin to frame his account until he knew the form to be adopted. To prescribe thirty days as the period for furnishing in duplicate an account of transactions which may extend over several years, seems to shew the same want of common sense which has too often characterized the acts of the Bankruptcy Department. Nothing seems to teach them that consideration is due to the reasonable convenience of business men; even the storm of derision and indignation which some of the provisions of their "skilfully piloted" Bill of last session occasioned seems to have been thrown away upon them. We think, however, that they are likely to hear a good deal from the unfortunate liquidators. Take the case of the voluntary liquidator of a colliery or other trading company who has for several years carried on the business of the company with a view to ultimate realization. He has now practically three weeks given him to furnish in duplicate (1) a general detailed statement of account, (2) a "trading account," and (3) if dividends have been paid to creditors or a return of surplus assets made to contributories, "separate accounts in duplicate shewing the amount of the claim and the amount of dividend payable to each creditor or contributory, distinguishing in such list the dividends paid and those remaining unclaimed." The material for these accounts (extending over several years) will have to be derived from a large number of books, and will need careful arrangement and recasting to comply with the forms prescribed. The inevitable result of this unpractical stipulation of thirty days must be that an extended period will have to be granted in most cases. How can the Board of Trade, with any reason, enforce penalties against a liquidator who fails to send in his account within the thirty days, when they themselves are in default in not publishing their rules as to the form of account before the 1st of January? The order as to fees and percentages is not even yet published, so that we presume no liquidator can tell how he is to be repaid the out-of-pocket expenses, and remunerated for the loss of time, involved in the preparation of the accounts, or, indeed, whether he is to be remunerated at all.

THE *Times*, in recording the death of Mr. GLASSE, Q.C., devotes only twenty lines to noticing the principal events in the career of a man who, in his day, was one of the ablest and best known practitioners in Lincoln's Inn—a man who, for many years, held his own against Sir HENRY COTTON, and probably in his prime had one of the largest leading businesses in the Court of Chancery. But men are soon forgotten, especially when, like Mr. GLASSE, they not only retire from active practice, but completely efface themselves from the scene in which for so many years they have been prominent figures. Twenty years ago he was familiarly and affectionately known to everyone as "old GLASSE"; and the prospect of witnessing a bout between him and his Vice-Chancellor was an event to which many a country solicitor, on his visits to town, looked forward with delight. These "scenes" were usually amicable,

but towards the end of the legal year, when both the judge and his leading counsel were probably somewhat worried with work, they were apt to become severe. Some practitioners may remember an interchange of courtesies, near the Long Vacation in 1878, which occasioned a good deal of scandal; and, if we remember rightly, was paraphrased by a comic paper as follows:—

Said MALINS to GLASSE, I think you an ass. Said GLASSE unto MALINS, I pity your failin's. There were no doubt faults on both sides in these encounters, and perhaps it must be admitted that Mr. GLASSE must have had great tact to get on as well as he did with the Vice-Chancellor. When Mr. Justice FRY took over the Vice-Chancellor's business, and his front row, it was a marvel how an old man, with many mannerisms, could so completely adapt himself to the court of a judge who was perhaps the very opposite in every way of the Vice-Chancellor; and Mr. GLASSE displayed quite as much of the same quality in his conduct of cases before such different judges as Sir GEORGE JESSEL and Mr. Justice FRY. But it was not only in tact that he excelled. His behaviour to his juniors, and to the junior bar generally, was of a kind which might be studied with advantage by some much less shining lights of the front row at the present time. Mr. GLASSE might occasionally be "down on" his junior, but he was "down on" him in a way that left no sting behind, and woe to the man, were he judge or advocate, who dared to attack Mr. GLASSE's junior, however insignificant or incompetent he might be. Mr. GLASSE, in truth, was not a mere lawyer, but a man of the world, yet comparatively unspoiled by the ways of that wicked sphere. He was straightforward and outspoken, and his sense of humour was as keen as his legal capacity. He was a safe man for a good case, and he always made the best of a bad one. To those who knew him well his memory will always be a pleasant one.

A QUESTION of considerable importance has been raised with regard to the application of section 25 of the Bankruptcy Act, 1890, to deeds of arrangement executed prior to the 1st day of January. By that section it is provided that every trustee "under any deed of arrangement, as defined by section 4 of the Deeds of Arrangement Act, 1887, shall, within thirty days of the first day of January in each year, transmit to the Board of Trade, or as they direct, an account of his receipts and payments as such trustee in the prescribed form and verified in the prescribed manner." The terms of the enactment are general, and there is no express restriction to deeds of arrangement executed after the Bankruptcy Act came into operation. In this respect the reference to section 4 of the Deeds of Arrangement Act, 1890, does not seem to afford any clear assistance. Sub-section (1) makes that Act apply only to deeds made after its commencement, but the actual definition of deeds of arrangement, given in sub-section (2), has nothing to do with dates. The Board of Trade consequently, relying apparently on the absence of any restrictive words in section 25 of the Bankruptcy Act, 1890, have assumed that its provisions are general, and have issued a circular pointing out that the liability to render annual accounts is imposed upon trustees under all deeds of arrangement, whatever be the date of the deed under which they have consented to act. The enactment, no doubt, is capable of such a construction, but there are very serious practical objections to allowing this extended operation to section 25, and these have been emphasized in a letter addressed by Messrs. ROOKS & Co. to the Inspector General in Bankruptcy. The chief of them are, that no provision is made to recompense the trustees for the labour of making the returns; that, where cases are closed, no provision can be made for payment of the fees required by the Board of Trade; that in many cases, owing to papers and accounts having changed hands, and perhaps in some instances having been lost, it will be impossible to make the returns required; and, lastly, that the duty of making the returns is one which the trustees did not anticipate on acceptance of office. It is hardly permissible to interpret the section by the rules made under it and by the forms which they prescribe; otherwise it would be an additional argument against the contention of the Board of

Trade that these contemplate a series of annual accounts which, in proceedings under past deeds of arrangement, are, of course, impossible. And as to the reasons mentioned above, while they would have been very suitable for the consideration of the Legislature before the section was enacted, they are not so pertinent to the question of its interpretation. Messrs. ROOKS, however, state their readiness to contest the point in the interest of the trustees, and the issue of the matter will be watched with interest.

A CLERGYMAN who omits to conduct divine service on the ground of the smallness of his congregation probably forgets that his office is more than a merely spiritual one. In regard to marriage he occupies the position of a civil servant, and a dereliction of duty on his part may have serious civil consequences. Some such omission seems to have occurred recently at a London church, and the people's churchwarden has raised a question as to the banns which were due for the third time of publication. The answer, of course, is that the parties must wait for a Sunday when the clergyman is willing to perform his duty. If they marry without due publication of the banns, the marriage will be void. Formerly this was not so. The ancient canon law required banns as a matter of regularity, but their omission did not affect the validity of a marriage. The mere celebration of the rite by a priest in orders was enough (Hammick on the Marriage Law, p. 64). But this was changed by Lord HARDWICK's Act of 1763, and more recently, by section 22 of the Marriage Act of 1823 (4 Geo. 4, c. 76), it has been provided that if any persons shall knowingly and wilfully intermarry without due publication of banns, the marriages of such persons shall be null and void to all intents and purposes whatsoever. For this section to operate it is necessary that both parties should have "knowingly and wilfully" concurred in the want of due publication (*Gompertz v. Kessell*, 13 Eq. 369), but such will in many instances be the case where the third publication has been omitted altogether. The security of the parties lies, indeed, in the fact, that, although by section 2 of the Act of 1823, the banns must be published on "three Sundays preceding the solemnization of marriage," it is not necessary that these should be successive Sundays. It seems, therefore, that a postponement of the marriage is the worst that in the present case can happen from the clergyman's neglect. It may be noticed that the Marriage Law Commissioners commented strongly in their report of 1868 on the unsuitableness of banns to the present state of society. "In populous places," they said, "it seems universally agreed that no real publicity is attained by banns, which afford no safeguard against improvidence, illegality, or fraud, and are frequently, from their great number, an inconvenient and unseemly interruption to divine service." Accordingly they recommended an alteration of the law as to publications of banns, substituting for this a simple notice to the minister, and they also made the more sweeping suggestion that no marriage, otherwise lawful, which had been duly solemnized in the presence of a minister of religion or civil officer, should be annulled on the ground that any preliminary requirements had not been observed. But on neither of these matters has any legislation followed the report.

THE RECENT DECISION of the Court of Appeal in *Grogan v. Smith* (7 Times Law Rep. 132) appears to affirm the doctrine that an agent for sale has earned his commission so soon as the purchaser whom he has introduced has entered into a binding contract with the vendor. The question frequently arises owing to the bargain going off through defect of title on the part of the vendor, or some default on the part of either vendor or purchaser. But nothing of this kind will interfere with the right of the agent to his commission. The case of the failure of the vendor to shew a good title occurred in *Fisher v. Drewett* (48 L. J. Ex. 32), and there BRAMWELL, L.J., said that the current of modern opinion was to the effect that those who bargain to receive commission for introduction have a right to their commission as soon as they have completed their portion of the bargain, irrespectively of what may take place subsequently between the parties. In that

case the purchase went off on account of the default of the vendor, and therefore he had the less reason for refusing to pay the agent's commission. But the result seems to be the same where the purchaser is in fault, and in *Green v. Lucas* (33 L. T. 584) this was put upon the ground that, supposing there to be a binding contract, it was for the vendor to enforce it. In that case the agent was employed to procure a loan, and had obtained a company willing to make the advance to his principal, but an objection was taken to the title of the land offered as security. The validity of this, however, was deemed to be immaterial to the right of the agent to his commission. "I agree," said KELLY, C.B., "with the dilemma put by the Lord Chancellor. If the company are justified in their refusal to complete the loan, it is because of the defendant's default in proposing a security that failed; and if they are not justified, the defendant has his remedy against them." In the present case of *Grogan v. Smith* a different result was arrived at, upon the ground that a binding contract had never been concluded. One term for which the purchaser had stipulated had been left unsettled, and so the agent's commission had not been earned. But, while the agent seems to be safe so soon as the contract is entered into, he may, in certain cases, earn his commission without the matter going so far: where, for example, he has procured a person ready to purchase, but the vendor, at the last moment, declines to conclude the bargain.

THE PRIORITY OF A STATUTORY CHARGE OVER A RESTRICTIVE COVENANT.

THE judgment of Mr. Justice STIRLING in *Guardians of Tendring Union v. Dowton and Slimon* (38 W. R. 653, 45 Ch. D. 583) seems to us to call for criticism. The facts of the case may be shortly stated. The defendant DOWTON was owner in fee of a triangular piece of land abutting upon Anglefield-road, in the parish of Great Clacton, Essex, subject to a covenant restricting him, his heirs and assigns, from building. The defendant SLIMON was one of the persons entitled to the benefit of this covenant, and was appointed to represent all other persons similarly interested. By reason of the existence of the covenant the piece of land was of very little value. The plaintiffs, as the local sanitary authority, after proper notice under section 150 of the Public Health Act, 1875, to owners and occupiers of land, &c., adjoining Anglefield-road to pave, &c., and default in compliance therewith, executed certain works themselves, and a sum of £131 odd was apportioned as the amount to be paid by DOWTON in respect of the piece of land mentioned. DOWTON did not dispute the apportionment, and an order was made by a court of summary jurisdiction that he should pay the £131 odd with interest at five per cent. and costs. A warrant of distress was issued against DOWTON's goods, but none could be found to satisfy the warrant. Section 257 of the Public Health Act, 1875, enacts that, until recovery of the expenses and interest, "the same shall be a charge on the premises in respect of which they were incurred." In this action it was claimed—(1) that the £131 odd, and costs of the summary proceedings and interest, might be declared a charge upon the piece of land; (2) that, for the purpose of satisfying the charge, the land might be sold free from the restrictive covenant, and out of the proceeds of sale the sums claimed, with interest and costs of the action, might be paid. Mr. Justice STIRLING declared that the plaintiffs were entitled to their charge, and that, for the purpose of satisfying it, the premises might be ordered to be sold free from the restrictive covenant.

Now, it is with reference to the order for sale free from the restrictive covenant that we think the case calls for remark. The learned judge really founded his decision on *Corporation of Birmingham v. Baker* (17 Ch. D. 782, 30 W. R. Dig. 121). It may be well to see what that case was before noticing particularly the learned judge's reason for regarding it as justifying his decision. The facts in *Corporation of Birmingham v. Baker* were these: The Corporation of Birmingham, as urban sanitary authority, had, after notice to one COLLETT, the then lessee for a term of 999 years of certain houses abutting on a certain street, executed certain works of paving, &c., under the Public Health Act, and the expenses had been duly apportioned, and payment

had been demanded from him of his apportioned part. This he failed to pay, and filed a petition for liquidation by arrangement. Long before the expenses had been incurred by the corporation, COLLETT had mortgaged the houses to the defendant BAKER, reserving a nominal reversion; and two days after the filing of the petition BAKER entered into possession, and had since been in receipt of the rents; and in the action it was sought to have a declaration that the amount payable by COLLETT, with interest, was a charge on the premises, and an order that the charge might have priority over the mortgage of the defendant BAKER, and that, for enforcing the charge, the leasehold interest of the defendant BAKER and COLLETT's trustee might be sold. The late Master of the Rolls held that the sum claimed was a charge on the interest of the defendant BAKER. His lordship said: "The works in question are an improvement to the property, not to the interest of any particular owner of the property, but of every owner of the house [sic]; and, consequently, there is no good reason in the world why there should not be a charge on the property, that is, on the respective interest of every owner of the property, according to the value of his ownership. . . . If there be a charge on the houses, it is a charge on the total ownership—if I may call it so, on the proprietorship; not on any particular section or portion of the proprietorship, but on the whole." We may add that it is stated in the case that the mortgagor's trustee had assigned the nominal reversion to the defendant BAKER and disclaimed all interest in the property.

Mr. Justice STIRLING, in the present case, after referring to the language of the enactment making the charge, said: "That means on the land itself, and it accordingly has been held by the late Master of the Rolls, in the case of *Corporation of Birmingham v. Baker*, that a charge under section 257 extends to what he terms the whole proprietorship in the land, and operates not on any particular section or portion of the proprietorship, but on the whole; and in that particular case he held the charge thus created took precedence of a mortgage on the land in respect of which the charge was sought to be enforced. Now, it is contended that this charge does not take precedence of these restrictive covenants. I am unable to accede to that, as it seems to me to be contrary to the principle of the decision which was given in the *Corporation of Birmingham v. Baker*"; and in reference to counsel's argument that the restrictive covenant was on the same footing as easements of right to light or of way, and that the land must be sold subject to these, the learned judge is reported to have said: "If you have ancient lights, no one can build upon that land so as to interfere with your lights. That is a totally different question, which will not be affected by the sale. But you are asking me to say that, although this property might be mortgaged for thousands of pounds, and this statutory charge would come in front of all such mortgages, yet because an agreement has been entered into that the property is to remain in a particular state, the statutory charge is not to come in front of that."

With all deference, we venture to think that the learned judge misapplied the case before the late Master of the Rolls. It is evident from what we have already stated that Sir G. JESSEL based his decision against the mortgagee on the fact that the work in respect of which the charge was created by the Act was an improvement to the property, beneficial as well to the mortgagee as to others interested in it. But in the present case the learned judge made no allusion to the ground on which the mortgagee was held by Sir G. JESSEL to be postponed to the charge. Moreover, from what we have quoted above, it will be seen that Mr. Justice STIRLING treated the rights of the persons entitled to the benefit of the restrictive covenant as inferior to the rights of a mortgagee, and, therefore, considered that as the charge had been put by Sir G. JESSEL in front of a mortgage, *a fortiori*, it should be put before the restrictive covenant. The fallacy of this reasoning seems to us to be apparent from this consideration. If land subject to a restrictive covenant is mortgaged, with notice of the covenant to the mortgagee, the covenant has priority over the mortgage and binds the mortgagee.

There is another ground on which we venture to think that the learned judge was wrong—namely, the distinction he took, as already shewn, between easements and restrictive covenants, as regards the power to order a sale free from them. Sir G.

JESSEL, sitting in the Court of Appeal, said, in the case of *London and South-Western Railway Co. v. Gomm* (30 W. R. 621, 20 Ch. D. 562) in reference to *Tulk v. Moxhay* (2 Ph. 774): "The doctrine of that case, rightly considered, appears to me to be either an extension in equity of the doctrine of *Spencer's case* (5 Co. Rep. 16a) to another line of cases, or else an extension in equity of the doctrine of negative easements; such, for instance, as a right to the access of light." Sir G. JESSEL, therefore, appears here to put the right in respect of ancient lights and that in respect of a restrictive covenant against building on the same footing. It does not seem that in the present case what was said by Sir G. JESSEL in *London and South-Western Railway Co. v. Gomm* was brought to the notice of Mr. Justice STIRLING.

The result of our criticism is that we think that Mr. Justice STIRLING took an erroneous view of the effect of a restrictive covenant as compared with an easement proper, and also lost sight of the ground on which Sir G. JESSEL, in *Corporation of Birmingham v. Baker*, held the charge to have priority over the mortgage—namely, that the improvement was beneficial to the mortgagee. This cannot, we think, be said respecting the persons entitled to the benefit of the covenant.

We think we have said enough to cast doubt, at least, on the soundness of Mr. Justice STIRLING's decision; but it occurs to us to add a remark as to its effect. Assuming that no more of the piece of land is intended to be sold than is sufficient to satisfy the charge, yet it is not likely to be practicable to sell sufficient and no more; the question arises, If there should be a surplus, what is to be done with it? If the owner of the land is to put it in his pocket, the result will be that he will be a gainer by a sale which his own default has brought about. It is unnecessary to consider his liability on the covenant.

JUDGMENTS IN DEFAULT AGAINST SEVERAL DEFENDANTS.

In a previous issue (*ante*, p. 81) we called attention to the discrepancy which existed between the practice of the Central Office and of an important district registry of the High Court in cases where two or more persons are sued for the same debt. Subsequently we published the remarks of a correspondent on the subject (*ante*, p. 116), pointing out that the discrepancy above referred to involves an important question of principle, and that, moreover, the practice of the Central Office is not in harmony with the law. As the matter is one of considerable importance, it may be as well to refer to it somewhat more fully than we have hitherto done. The following is the point of difference between the Central Office and the district registry in question:—

A plaintiff sues four joint contractors on a liquidated claim. The writ is served upon two of them, who make default in appearance. The other two are not served. The plaintiff applies to enter judgment against the two defendants in default. At the Central Office such judgment is given as a matter of course, without prejudice to the plaintiff's right to subsequently serve the other two defendants with the writ, and prosecute the action against them. At the district registry referred to, the judgment against the two defendants who have been served, and are in default, can only be entered on the plaintiff first abandoning the action against the two who have not been served. Our correspondent considers that the district registry practice is right, and that of the Central Office wrong. If his view is correct the Central Office practice ought to be altered with as little delay as possible, seeing that some thousands of default judgments of this kind are probably entered every year. The reason given by our correspondent for holding that the practice of the Central Office is wrong cannot be summed up better than in his own words. Speaking of an action against four persons jointly liable for the same debt, he says, "Judgment against one (though unsatisfied) is a bar to proceedings against the rest. This principle was established in *King v. Hoare* (13 M. & W. 494), and has been unaffected by the Judicature Acts, as was expressly decided in *Kendall v. Hamilton* (1879, 4 App. Cas. 504), and is clearly enunciated in the head-note of *Cumbeport v. Chapman* (1887, 19 Q. B. D. 229)." That the cases named are the ruling cases on the point is undeniable, and if the Central Office practice is contrary to the principle established by those cases it is clearly wrong.

There is, however, one distinguishing feature about all those cases which our correspondent does not mention. They were all cases where one of two joint contractors had been sued and judgment obtained, and subsequently a second action was commenced against the other joint contractor for the same debt. In *King v. Hoare*, the decision in which case was adopted by the House of Lords in *Kendall v. Hamilton*, Baron PARKE summed up the principle laid down as follows:—"If there be a breach of contract, or wrong done, or any other cause of action by one against another, and judgment be recovered in a court of record, the judgment is a bar to the original cause of action, because it is thereby reduced to a certainty and the object of the suit attained so far as it can be at that stage; and it would be useless and vexatious to subject the defendant to another suit for the purpose of obtaining the same result. This appears to be equally true where there is but one cause of action, whether it be against a single person or many." The italics are our own, and the words so distinguished are significant when we come to compare the modern practice established in respect of default judgments in actions against several defendants with the practice of the court at the time the above judgment was delivered (1844). In those days, when final judgment (*i.e.*, judgment upon which execution could issue) was entered the object of the suit was attained, as there could be no other judgment in that action. This restriction no longer prevails. Under section 33 of the Common Law Procedure Act a plaintiff was entitled in an action on a specially indorsed writ, where all defendants had been served, and some had appeared and others made default, to take judgment against those in default, and proceed with the action against those who had appeared. He could not, however, issue execution on such a judgment. By R. S. C., ord. 13, r. 4, this right is preserved for a plaintiff suing several defendants for debt. Moreover, it is extended to all actions on a liquidated claim, and the bar against issuing immediate execution on a default judgment against some of several defendants is removed entirely, while the right to continue the action against those who have appeared is retained.

It cannot be supposed that in making the above rule in 1875, and extending its scope in 1883, the Rule Committee omitted to bear in mind the judgment in *King v. Hoare*, which was delivered in 1844 and was approved by the House of Lords in 1879, and which dealt with this very point of the right to proceed against joint contractors. It must be assumed that they did not consider ord. 13, r. 4, inconsistent with the principle established by those cases. Where, then, is the distinction? Our correspondent holds that a final judgment obtained against one of several joint contractors is, as a matter of law, a bar to "further proceedings" against the other joint contractors. There can be no doubt about the law so stated. But the term "judgment" must be taken to mean the final conclusion of the action; or, to paraphrase Baron PARKE's *dictum* quoted above, "the reduction of the cause of action to a certainty." In those days this could only be done by means of one judgment. In these days it may, under the express terms of ord. 13, r. 4, be done by several judgments in the same action, until all the defendants have become liable to judgment on the claim. There is, therefore, a broad distinction to be drawn between permitting a plaintiff who has obtained judgment in an action against one of two joint contractors to subsequently sue the other of such joint contractors by separate action, and permitting a plaintiff who sues the two joint contractors together in one action to "attain the object of the suit so far as it can be attained" by taking two separate judgments in the one action.

Ord. 13, r. 4, establishes this system of several judgments in one action against several defendants. It applies, however, only to cases where all the defendants have been served and some have appeared and some have failed to appear. The question therefore remains, Is there any violation of principle involved in extending this system to a case where some of several defendants have been served and have made default, and the rest have not been served at all? The practice of the Central Office is to give the plaintiff judgment against those in default without prejudice to his right to subsequently serve the others and proceed with the action against them. Does the fact of non-service of the writ on some of the defendants place those defendants in the position of persons who have not been sued, so that a judgment

against other defendants in the same action must operate as a bar to subsequent service on them? The answer would appear to be that the mere fact of non-service does not give them any such advantage. They are already parties to the action, and it has been held in the Irish court that, when once a writ for a liquidated claim has been issued, the defendant is liable for the costs of it, even though he tender the amount claimed before service (*O'Malley v. Killmallock Union*, 22 L. R. Ir. 326). The same rule prevails as a matter of common practice in England. A defendant cannot avoid the consequences of an action, the bringing of which has been necessitated by his neglect or refusal to pay the debt due. Although not served with the writ, he is nevertheless a defendant to the action. It would appear, therefore, that the practice of the Central Office as above stated is not contrary to the law as described by our correspondent, but is merely a legitimate extension of the practice established by ord. 13, r. 4, to cases which are just outside the operation of that rule, and for which no provision has been made.

CORRESPONDENCE.

THE LUNACY ACT, 1890.

[To the Editor of the "Solicitors' Journal".]

Sir,—It is evidently the intention of the Act to provide against any medical certificate under which a person is treated as a lunatic being given by an interested person, yet there seems to be a strange omission.

A medical certificate cannot be signed by the petitioner for a reception order "or by the husband or wife, father or father-in-law, mother or mother-in-law, son or son-in-law, daughter or daughter-in-law, brother or brother-in-law, sister or sister-in-law, partner or assistant" of the petitioner (section 30), or by a person interested in an institution into which a person is to be received as a lunatic "or by the husband or wife, father or father-in-law," &c., as in section 30, of a person so interested (section 32, sub-section 1).

But in sub-section 2, providing for the medical certificate being given by persons independent of each other, the mention of the husband or wife is omitted, although the other relationships mentioned in section 30 and section 32, sub-section 1, are mentioned here also.

The prohibition quoted against certain persons signing medical certificates obviously recognize the possibility of a medical practitioner being a female. Now it is quite possible—and, indeed, I know an instance—that a husband and wife may be medical practitioners. Surely the omission in the sub-section of the words "the husband or wife" before the mention "of the father" is unintentional; the omission seems to be serious, having regard to the care taken in other places to secure a thoroughly independent medical certificate.

INNER TEMPLE.

Jan. 2.

CASES OF LAST SITTINGS.

Court of Appeal.

SERRAINO & SONS v. CAMPBELL—No. 1, 19th December.

BILL OF LADING—USUAL EXCEPTIONS—"ALL OTHER CONDITIONS AS PER CHARTER"—CHARTER-PARTY CONTAINING EXCEPTION OF NEGLIGENCE—INTRODUCTION OF CONDITIONS TO BE PERFORMED BY CONSIGNEE.

This was an action by the indorsees of a bill of lading for non-delivery of goods shipped on board a vessel belonging to the defendants. The bill of lading provided that the goods, which were shipped by Messrs. Fisher, Renwick, & Co., were to be delivered at the port of Trapani, in the island of Sicily, "the act of God, the Queen's enemies, fire, and all and every other dangers and accidents of the seas, rivers, and navigation, of whatever nature and kind soever excepted, unto order or to assigns, they paying freight for the said coals, and all other conditions as per charter, with average accustomed." The charter-party under which the vessel was chartered by Messrs. Fisher, Renwick, & Co., was in the ordinary form, and contained in print the following exceptions:—"The act of God, the Queen's enemies, fire, and all and every other dangers and accidents of the seas, rivers, and navigation, of whatever nature and kind soever, during the said voyage." And at the end there was added in writing, "Negligence clause as per Baltic Bill of Lading, 1885." The Baltic negligence clause provided that "strandings and collisions, and all losses and damages caused thereby," were to be excepted, "even when occasioned by the negligence, default, or error in judgment of the pilot, master, mariners, or other servants of the shipowners." The vessel stranded at Mazzara, on the coast of Sicily, in consequence of the negligence and want of skill of the officers and crew, and the plaintiffs' goods were lost. The defence set up by the shipowners was that the words in the bill of lading, "all other conditions as per charter," introduced the negligence clause into the bill of lading, and therefore, the case being

brought within one of the exceptions of the bill of lading, they were not liable. The plaintiffs, on the other hand, contended that the words, "all other conditions as per charter," must be connected with the words "they paying freight for the said coals," and must be limited to such conditions as are *ejusdem generis* with the payment of freight, and that, therefore, there was no defence to the action. The action came on to be tried before Huddleston, B., and a special jury. The jury, having found that the loss was due to the negligence and want of skill of the master and crew, were discharged, and the case was argued before the learned judge alone, who gave judgment in favour of the plaintiffs. The defendants appealed. It was argued on the part of the appellants that *Russell v. Niemann* (17 C. B. N. S. 163)—in which it was held that a similar reference to a charter-party brought into the bill of lading only those conditions which applied to the person who was to take delivery of the cargo, such as the payment of demurrage, and did not incorporate all the conditions of the charter-party—had been overruled by *Gray v. Carr* (19 W. R. 1173, L. R. 6 Q. B. 522) and *Parten v. Watney* (27 W. R. 30, 3 Q. B. D. 534). On the part of the respondent it was argued that *Russell v. Niemann* had never been overruled, and that there was no authority which showed that such words of reference introduced exceptions inconsistent with the exceptions specified in the bill of lading.

THE COURT (LORD ESHER, M.R., and LOPES and KAY, L.J.J.) dismissed the appeal. They thought that the true construction of the words "all other conditions as per charter" was that they introduced into the bill of lading only such conditions as were to be performed by the receiver of the goods. This was the doctrine which had been laid down in *Russell v. Niemann*. That case had not been overruled by the subsequent decisions, which merely pointed out a practical mode for carrying into effect the principle there laid down. The plaintiffs were entitled to judgment.—COUNSEL, J. G. Barnes, Q.C., and Lawson Walton, Q.C.; French, Q.C., and Joseph Walton. SOLICITORS, Coote & Ball, for Adamson & Co., North Shields; Stocks & Jupp.

High Court—Chancery Division.

Re SMITH, WILLIAMS v. FREERE—North, J., 17th December.

PRACTICE—ORDER FOR ATTENDANCE OF PERSON TO PRODUCE DOCUMENTS—JURISDICTION—PERSON NOT PARTY TO ACTION—POWER TO MAKE ORDER EX PARTE—RIGHT OF PERSON SUMMONED TO OBJECT TO PRODUCTION—R. S. C., XXXVII., 7.

This was a motion to discharge an order made in chambers, under rule 7 of order 37, for the attendance of persons to produce documents, and the questions arose (1) whether such an order can be made on a person who is not a party to the proceeding in which it is made; (2) whether the order can be made *ex parte*. Rule 7 provides that "the court or a judge may in any cause or matter, at any stage of the proceedings, order the attendance of any person for the purpose of producing any writings or other documents named in the order which the court or judge may think fit to be produced; provided that no person shall be compelled to produce under any such order any writing or other document which he could not be compelled to produce at the hearing or trial." The action, commenced by originating summons, related to the administration of the estate of a testator, who was a partner in a brewery business. The other partners were G. P. Fuller, W. F. Fuller, and F. Smith. By the articles of partnership the testator was empowered by deed or will to transfer his share, or any part of his share, in the partnership business and property to F. Smith and E. T. Turner, or either of them. The testator, who died in 1887, by his will nominated F. Smith and E. T. Turner to succeed to his share in the partnership, and he bequeathed all his share and interest in the partnership and in the assets and property thereof to F. Smith and E. T. Turner in the proportions of four-fifths to F. Smith, and one-fifth to E. T. Turner, subject to the condition that they should bring the value of his share and interest as existing at his death into account with his residuary estate thereafter bequeathed, in order to enable that estate to be divided as thereinafter directed. And he bequeathed the residue of his estate, regarded as supplemented by the value of his share and interest in the brewery, in the proportions therein mentioned to F. Smith, E. T. Turner, the plaintiff, and another person. The defendants to the summons were the trustees and executors of the will, and the other three residuary legatees. An order was made on the summons directing inquiries (1) What was the value of the share of the testator, as existing at the time of his death, in the partnership and in the assets and property thereof; (2) what sums ought to be brought into account in the division of the residuary estate in respect of the several shares in the testator's said share by the will bequeathed to F. Smith and E. T. Turner respectively. On the *ex parte* application of the plaintiff an order was made in chambers that all the four members of the firm (including G. P. Fuller and W. F. Fuller, who were not parties to the action) "do attend before the examiner appointed to take the examination of witnesses in this action, and produce the partnership books of the firm, particularly the balance-sheets and profit and loss accounts for the years 1888 and 1889," and certain other documents which were mentioned in the order. G. P. Fuller and W. F. Fuller moved to discharge this order, and it was urged on their behalf that there was no power to make the order *ex parte*, and also that strangers to the action could not be compelled to produce books which related to a period subsequent to the death of the testator, upon which he ceased to have any interest in the partnership, and which could not be relevant to any of the questions in the action. It was also contended that the order, at any rate, ought not to be absolute in form, but should be limited to documents which the persons summoned could be compelled to produce at the hearing or trial of the action.

NORTH, J., refused to discharge the order. He said that the object of

rule 7 was fully explained by the Court of Appeal in *Elder v. Carter* (38 W. R. 612, 34 SOLICITORS' JOURNAL, 418, 25 Q. B. D. 194). The order was in the exact form of a *subpoena duces tecum*, which contained a positive direction to produce the documents mentioned in it. That, however, did not mean that the person summoned could not, when he attended with the documents, take any objection to their production. The order meant that the documents were to be there ready for production, if they ought to be produced. An objection to the production of any documents could always be raised under a *subpoena duces tecum*, and by the proviso to rule 7 the right to make such an objection was expressly reserved, which was not the case in a *subpoena*. It was contended that the order ought not to have been made *ex parte*. His lordship did not see why it should not. It might in some cases be more convenient that notice should be given, but this was a matter for the discretion of the judge, and here the discretion had been exercised by the chief clerk. His lordship could not say that the order was wrong because it was made *ex parte*. In his lordship's opinion the cases already decided upon rule 7 were in favour of the view which he had taken. In *The Central News Co. v. The Eastern News Telegraph Co.* (28 SOLICITORS' JOURNAL, 254, 53 L. J. Q. B. 236), Lord Coleridge, C.J., said that it might be very oppressive to order a person who was not a party to a cause to produce documents, but he was referring, not to production at the trial or on the hearing of any application, but to an independent production for inspection. Again, in *Straker v. Reynolds* (37 W. R. 379, 23 Q. B. D. 262) the distinction was clearly taken between the production of documents at an examination of witnesses and production to a party for his own inspection, and in *Elder v. Carter* the application was for the production of documents to a party and his agents for inspection. That case, therefore, did not touch the present case. But the observations made by the Lords Justices in it in many respects supported the view which his lordship took of rule 7.—COUNSEL, *Coxon-Hardy, Q.C.*; and *Henderson; Napier Higgins, Q.C.*; and *Woolf, Q.C.*; *Grosvenor Woods*. SOLICITORS, *Freer, Forster, & Co.*; *Hollins, Son, Conard, & Hawkeley*; *Roake & Sons*.

High Court—Queen's Bench Division.

THE SKINNERS' CO. v. KNIGHT AND OTHERS—Charles, J., 19th December.

LANDLORD AND TENANT—BREACH OF COVENANT TO REPAIR—BREACH AT DATE OF NOTICE, BUT NOT AT DATE OF WRIT—LANDLORD'S RIGHT TO POSSESSION—SURVEYOR'S FEE—LANDLORD'S RIGHT TO CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. c. 41), s. 14, SUB-SECTION 1.

Further consideration by Charles, J., of an action of ejectment tried before him and a common jury, as to the effect of section 14 of the Conveyancing and Law of Property Act, 1881, when it is sought to recover possession of premises for breach of a covenant to keep the premises in repair, and as to the right to recover, under that section, a surveyor's fee, which the lessors had paid to a surveyor for examining the premises. The plaintiffs, by a deed dated the 2nd of January, 1851, let to one Joseph Nicholls five messuages or tenements situate in the parish of St. Pancras, and county of Middlesex, to hold for a term of fifty-five years and three-quarters of another year, at a yearly rent of £25. By this deed the lessee, for himself, his heirs, executors, administrators, and assigns, covenanted (*inter alia*) at all times during the said term to keep the said premises in good repair, and to pay the said rent. The deed also contained a clause of re-entry entitling the plaintiffs, the lessors, to re-enter upon the premises, and to expel thereout the said lessee, his executors, administrators, and assigns, and all the occupiers of the said premises, in case the rent should be in arrear for the space of twenty-eight days, or in case the said lessee, his executors, administrators, or assigns, should make default in any of the covenants and agreements therein contained. The defendant Knight subsequently became possessed as assignee of the estate and interest of the said lessee in the said term, and entered into possession of the premises, and has paid rent to the plaintiffs. The plaintiffs alleged in their statement of claim that on the 29th of September, 1889, two quarters' rent were due and unpaid, and they also said that on the 5th of June, 1889, default had been made by the defendant Knight in performance of the covenant to keep the premises in proper repair, and that it would require a large sum to reinstate the same in good repair, and on the same day, the 5th of June, 1889, the plaintiffs served on the defendant Knight a notice pursuant to section 14 of the Conveyancing and Law of Property Act, 1881, specifying the breaches complained of, and requiring him to remedy the said breaches, and also requiring him to make reasonable compensation in money for the said breaches, and claiming the sum of £4 14s. 6d. as compensation for expenses already incurred by them, such sum being the amount of the surveyor's fee paid by the plaintiffs to a surveyor for an examination of the premises. On the 15th of January, 1890, the plaintiffs began this action for the recovery of possession of the premises and for breach of covenant to repair, and also for £12 18s. for arrears of rent. The amount of the rent having been paid and settled, the questions now were as to the plaintiffs' right to recover the premises in respect of the breach of the covenant to repair, and to recover the sum of £4 14s. 6d., the amount of the surveyor's fee. At the trial the jury found that the premises were out of repair at the date of the notice, but they were unable to agree as to whether they were out of repair at the date of the commencement of this action. Section 14 of the Conveyancing and Law of Property Act, 1881, provides: (1) "A right of re-entry or forfeiture under any proviso or stipulation in a lease, for a breach of any covenant or condition in the lease, shall not be enforceable, by action or otherwise, unless and until the lessor serves on the lessee a notice specifying the particular breach complained of, and,

if the breach is capable of remedy, requiring the lessee to remedy the breach, and, in any case, requiring the lessee to make compensation in money for the breach, and the lessee fails, within a reasonable time thereafter, to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money, to the satisfaction of the lessor, for the breach." For the plaintiffs it was contended that they were entitled to the possession of the premises, as the premises were out of repair at the date of the notice, and the section requires the tenant to do two things—namely, to remedy the breach, and to make reasonable compensation in money—and it was admitted that he had not done the latter, as he had never made a reasonable compensation in money; it was also contended for the plaintiffs that they were entitled to recover the surveyor's fee of £4 14s. 6d., as being a cost to the lessors directly arising out of the breach of the covenant to repair, and that, therefore, such fee would come within the words "reasonable compensation in money" for the breach, which the tenant is bound under the section to pay.

CHARLES, J.—In this case the question is whether I can enter judgment for the plaintiffs upon the finding of the jury, who found that there had been a breach of covenant to repair by the defendant. The jury also found that at the date when the notice was given the premises were out of repair, but they were unable to agree as to the question whether the premises were out of repair when this action was commenced; so that there is no finding before me that the premises were out of repair at the date when this action was commenced. Before the Act of 1881 was passed it was incumbent upon the lessor to show that when the writ was issued the premises were out of repair, and I think that duty is still incumbent on him, and, as the jury were unable to agree on that point, I think the case must go down for a new trial as to whether the premises were out of repair at the date of the writ in this action. As to the plaintiffs' right to recover the surveyor's fee, I assume both requisites of the statute to be complied with. I think there must be a reasonable time and a reasonable compensation in money made. Now is that so here? It is said that the tenant has never made a reasonable compensation in money, and it is not contended that he has done so, as he has offered none, and it is said that he is right, inasmuch as, this being a lease, the damages, at the very utmost, would be only a nominal sum. As to the plaintiffs' right to recover this fee, I think the statute has made no alteration in the law existing before the statute, and the law before the statute was that a landlord could not charge his tenant with a fee of this kind. I think the statute has made no alteration in that law, and a "reasonable compensation in money" means a reasonable compensation in point of law, and as in the previous law it had been decided that a surveyor's fee cannot be charged against the tenant, so now I think it cannot be charged under this section. There must be a new trial.—COUNSEL, *Finch, Q.C.*; and *Hobson; Fidler*. SOLICITORS, *A. C. Rhodes; M. Webb & Sons*.

NEW ORDERS, &c.

THE COMPANIES (WINDING UP) ACT, 1890.

Statements by Liquidators in Pending Liquidations to the Registrar of Joint Stock Companies.

GENERAL ORDER BY THE BOARD OF TRADE (UNDER RULE 175 OF THE COMPANIES (WINDING UP) RULES, 1890).

It is hereby ordered by the Board of Trade as follows in regard to the matters referred to in section 15 of the Companies (Winding Up) Act, 1890, and Rules 126 and 127 of the Companies (Winding Up) Rules, 1890.

Transmission of Accounts.

The statement of account required by sub-section 1 of section 15 of the Act and by Rule 127 to be transmitted in duplicate to the Registrar of Joint Stock Companies shall be in the Form No. 1 annexed hereto, with such variations as circumstances may require, and shall be on sheets 13 inches by 16 inches, and shall be verified by an affidavit in the Form No. 2 annexed hereto.

Receipts and Payments.

The statement shall contain a detailed statement of all the Liquidator's receipts and payments on account of the Company, but bank transactions as between the Liquidator and the bank, and payments or receipts on account of investments made by or on behalf of the Liquidator, should be inserted in the columns provided for that purpose, and not in the columns for "other receipts and payments." Each receipt and payment must be entered in the account in such a manner as sufficiently to explain its nature. The receipts and payments should severally be added up at the foot of each sheet, and the totals carried forward to the next sheet, without any intermediate balance, so that the gross totals shall represent the total amounts received and paid by the Liquidator respectively.

Trading Account.

When the Liquidator carries on a business, a trading account must be forwarded as a distinct account, and the totals of receipts and payments on the trading account must alone be set out in the statement. The trading account shall be in the Form No. 3 annexed hereto, shall be on sheets 13 inches by 16 inches, and shall be sent in duplicate.

Petty Expenses.

Petty expenses must be entered in the statement or trading account in sufficient detail to show that no estimated charges are made.

Realizations.

Where property has been realized, the gross proceeds of sale must be

entered under receipts in the statement, and the necessary disbursements and charges incidental to sales must be entered as payments.

Dividends, &c.

Where dividends or instalments of composition are paid to creditors or a return of surplus assets is made to contributories, the total amount of each dividend or instalment of composition or payment to a contributory must be entered in the Liquidator's statement as one sum, and the Liquidator must forward with his statement separate accounts in duplicate, in the Forms Nos. 4 and 5 annexed hereto, shewing the amount of the claim and the amount of dividend or composition payable to each creditor or contributory, distinguishing in such list the dividends or instalments of composition paid and those remaining unclaimed. Such list shall be on sheets 13 inches by 8 inches.

Affidavit of no Receipts or Payments.

Where a liquidator has not during the period comprised in the account received or paid any money on account of the Company, he shall, at the period when he is required to transmit his statement to the Registrar of Joint Stock Companies, forward to the Registrar an affidavit of no receipts or payments in the Form No. 2 annexed hereto.

M. E. HICKS BEACH,
President of the Board of Trade.

Dated the 31st December, 1890.

[A schedule of forms follows the order.]

UNCLAIMED OR UNDISTRIBUTED ASSETS.

Preliminary Notice.

Whereas it is provided by section 15 of the said Act that any Liquidator of a Company (whether wound up by the Court, or under the supervision of the Court, or voluntarily) who has in his hands or under his control any money representing unclaimed or undistributed assets of a Company which have remained unclaimed or undistributed for six months after the date of their receipt shall forthwith pay the same to the Companies Liquidation Account at the Bank of England.

And whereas it is further provided that, for the purpose of ascertaining and getting in any money payable into the Bank of England in pursuance of that section, the like powers may be exercised, and by the like authority as are exercisable under section 162 of the Bankruptcy Act, 1883, for the purpose of ascertaining and getting in the sums, funds, and dividends referred to in that section.

And whereas it is provided by the said section 162 of the Bankruptcy Act, 1883, that the Board of Trade may at any time order any Trustee or other person empowered to collect, receive, or distribute any funds or dividends under any or either of the Acts of Parliament specified in the fourth schedule to that Act to submit to them an account verified by affidavit of the sums received and paid, and may direct and enforce an audit of the account.

And whereas the Board of Trade have opened an account at the Bank of England, above referred to as the Companies Liquidation Account.

Notice is hereby given to any and every liquidator of a Company forthwith to pay to the said account the money in their hands, or under their control, obtaining in the first instance a Receivable Order from the Board of Trade, and that upon such payment the Board of Trade will furnish to such liquidators a certificate of receipt of the money so paid, which shall be an effectual discharge in respect thereof.—Dated this 31st day of December, 1890.

M. E. HICKS BEACH,
President of the Board of Trade.

LEGAL NEWS.

OBITUARY.

Sir WILLIAM RICHARD DRAKE, solicitor, died at Oatlands Lodge, Weybridge, on the 2nd ult., at the age of seventy-three. He was the eldest son of the late Mr. William Drake (son of Mr. Henry Drake, of Barnstaple, Devon, by Ann, sister of Sir James Hamlyn), by Frances, daughter of Mr. Robert Lincoln. Sir William was born in August, 1817. He was admitted a solicitor in 1843, and married in 1846 Katherine Stewart Forbes, daughter of Mr. Richard Thomas Goodwin, E.I.C.S. Lady Drake died in August, 1880. Since the death of Mr. Francis Thomas Bircham, Sir William was senior partner in the firm of Bircham & Co., of 46, Parliament-street, Westminster; 50, Old Broad-street, E.C.; and Waterloo-bridge Station. Sir William was for many years in close relationship with the leaders of the Liberal party, and he was knighted at the instance of Mr. Gladstone in 1869. He was a great lover of art, and was a collector of all forms of Italian art. He wrote a good deal on archaeological and antiquarian subjects, and he was one of the oldest members of the Society of Antiquaries. He received various orders of knighthood from the Austrian, Italian, and Turkish courts.

Mr. WILLIAM HALLOWES, solicitor, of 32, Tavistock-square and 39, Bedford-row, died at 32, Tavistock-square on the 3rd ult., in the eighty-ninth year of his age. Mr. Hallowes was born in the year 1802 at Ashford, Kent, and was the sixth son of the late Col. John Hallowes, of Ashford, by his marriage with Louisa Martha, daughter of Mr. Francis Fatio, and was admitted a solicitor in Trinity Term, 1824. He married on the 20th of April, 1843, Elizabeth, the younger daughter of the late Wm. Tooke, M.P., F.R.S., of 39, Bedford-row and 12, Russell-square, by whom he has left six children surviving, one being Mr. William Alexander Tooke

Hallowes, who was admitted a solicitor in Michaelmas Term, 1869, and practises at 39, Bedford-row.

Mr. THOMAS MARRIOTT DODDINGTON, M.A., barrister, of Corabe Dulverton, Somerset, and Horsington House, near Wincanton, died on the 17th of November. Mr. Doddington was the eldest son of the Rev. Thomas Marriott Doddington, of Horsington, Somerset, and was born on the 22nd of July, 1839. He was educated at Trinity College and Marlborough College, Cambridge. He was called to the bar on the 26th of January, 1865, and in June of the same year he married Lucy Elizabeth, fourth daughter of the Rev. G. E. Downe, rector of Rushden, North Hants. Mr. Doddington was lord of the manors of Stowell, Henstridge, Bowden, and High Ham. He was captain of the 3rd Battalion Somerset Light Infantry, and a justice of the peace.

Mr. EDWARD ASHURST MORRIS, M.A., solicitor (of the firm of Ashurst, Morris, Crisp, & Co.), died at his residence, 44, Cadogan-square, on the 17th ult. He was the son of Mr. John Morris, senior partner in the firm above mentioned, and was born in 1862. He was educated at Charterhouse School, and in Germany, and at Trinity Hall, Cambridge, and was afterwards articled to his father, and after his admission in 1886 he joined his father's firm. He died of typhoid fever. He married, in 1889, Miss Puleston, daughter of Sir J. H. Puleston, M.P., and leaves a daughter five months old. Mr. Morris had a very amiable disposition, and leaves a host of friends to mourn his loss.

Mr. THOMAS AINSWORTH, solicitor, of Blackburn, died on the 6th ult. He was the son of Mr. Thomas Ainsworth, solicitor, of Blackburn, and was born about the year 1810. He was educated at the Grammar School of Queen Elizabeth in Blackburn. At first he intended to join the army, but in consequence of his elder brother's death he was articled to his father, and was admitted a solicitor in 1832. Both his father and mother were possessed of considerable property in Blackburn, to which, as well as to the business, Mr. Ainsworth succeeded on the death of his father. The deceased was an able lawyer, particularly well versed in conveyancing and magisterial work. For many years he filled the offices of town clerk, clerk to the magistrates, and clerk to the burial board, and he had for some considerable time been connected with every movement for the progress of the town, which he has not forgotten in his will, as he leaves his paintings and books to the Blackburn Free Library. These are of considerable value. For many years he was a collector, and being a bachelor he was not restrained by any considerations of economy from purchasing what he fancied. He has also left £2,000 to the Blackburn and East Lancashire Infirmary, £2,000 to the Blackburn Ragged School, £100 to the Parish Church Higher Grade School, and £2,000 to the governors of the Grammar School of Queen Elizabeth for the purpose of founding scholarships of the annual value of £10, tenable for two or three years, at the discretion of the governors. The total value of Mr. Ainsworth's bequests to the town amount to upwards of £8,000. During his life he was also very free handed in helping any meritorious object.

Mr. JOHN LUKE HAIGH, solicitor, of Selby, died on the 5th ult. at the age of ninety. Mr. Haigh was articled to Mr. Edward Parker, of Selby, and was admitted a solicitor in Easter Term, 1840. Mr. Haigh joined the Wesleyan Methodists about sixty years ago, and became an active member of that body and a local preacher. He carried on a very successful practice at Selby, and was widely known as an able lawyer and skilled conveyancer. He leaves three daughters and two sons. He was buried on the 10th ult. at the quiet, little churchyard of Brayton, near his residence, and his funeral was largely attended by his numerous friends.

Mr. ALEXANDER WILLIAM KINGLAKE, barrister, died at his residence, 17, Bayswater-terrace, on the 2nd inst. He was the eldest son of Mr. William Kinglake, of Taunton, and was born in 1811. He was educated at Eton, and at Trinity College, Cambridge, where he took the degree of B.A. He was called to the bar at Lincoln's-inn in May, 1837, and for many years practised as a chancery barrister. He retired from practice in 1856. In 1844 he published "Eothen," a book on Eastern travel, which created a great sensation at the time and achieved immediate success. He was with our army at the Crimea and watched keenly the tide of events, and afterwards wrote an elaborate and able history of the war, extending over eight volumes, the first published in 1863, and the last in 1877. He was member of Parliament for Bridgewater from 1857 to 1869. He was deputy-lieutenant for Somerset, and lord of the manor of Saltmoor in the same county.

Mr. WM. FRANK JONES, barrister, died at Baroda, Ventnor, Isle of Wight, on the 27th ult., at the age of fifty. He was the only son of Mr. Wm. Jenkin Sayer, late of Newport, Mon. He was educated at St. Mary's Hall, Oxford, and was M.A. and B.C.L. of that university. He was called to the bar at Lincoln's-inn in July, 1874, having obtained an exhibition in 1871, and went the Oxford Circuit. He subsequently assumed the name of Jones. He was joint-editor of Chitty's Index to Reported Cases.

Mr. JOHN MARSHALL, barrister, died on the 30th ult. He was the eldest son of Mr. Thomas Harrison Marshall, of Hull, and was born on the 14th of May, 1820. He was called to the bar at the Middle Temple on the 23rd of November, 1849, and was a member of the Northern Circuit. He married on the 28th of April, 1869, Elizabeth, youngest daughter of Mr. Joseph Gardner, of Huyton, Lancashire.

Mr. JOHN WHIDBORNE, solicitor, of Teignmouth, who died on the 19th ult., was admitted a solicitor in 1839, and commenced practice in Exeter in 1841, and entered into partnership with Mr. Wm. John Watts, whose sister, Lucinda Diana Watts, he married in 1844. In 1849 he joined the firm of Tozer & Mackenzie, at Teignmouth, of which he remained a member until his retirement from the profession in 1882, when he

became a partner in the Teignmouth Bank. He was a well-known figure in the hunting field, and was M.F.H. for South Devon from 1849 to 1855, and again from 1882 to 1884. He was a justice of the peace.

Mr. WILLIAM BULKELEY GLASSE, Q.C., who died on the 30th ult., was the eldest son of the Rev. John Glasse, of Burnham, Norfolk. He was born in 1806, and was called to the bar at Lincoln's-inn in 1834. He was appointed Queen's Counsel on the 11th of July, 1851, and was elected a bencher of his inn in the following November. He also filled the offices of vice-chairman of the Bar Committee and member of the Incorporated Council of Law Reporting. Mr. Glasse at first practised before Vice-Chancellor Kindersley, and in later life before Vice-Chancellor Malins and Mr. Justice Fry. Nine or ten years ago Mr. Glasse retired to his estate at Swaffham, Norfolk, but he afterwards sold it and removed to Chettle, Dorset.

APPOINTMENTS.

Mr. EDWARD PINDER DAVIS, LL.B., solicitor (of the firm of Davis & Marcus), of 49, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Davis was admitted a solicitor in December, 1883.

Mr. WILLIAM DALZIEL FISHER, solicitor (of the firm of Fisher & Williamson), of Newcastle-upon-Tyne, has been appointed a Commissioner for Oaths. Mr. Fisher was admitted a solicitor in August, 1884.

Mr. HARRY MORSE HEWITT, solicitor (of the firm of Morse, Hewitt & Farman), of 39, King-street, Cheapside, E.C., has been appointed a Commissioner for Oaths. Mr. Hewitt was admitted a solicitor in July, 1884.

Mr. PERCY HAMILTON HUGHES, solicitor (of the firm of Thompson & Hughes), of Birkenhead, has been appointed a Commissioner for Oaths. Mr. Hughes was admitted a solicitor in August, 1884.

Mr. THOMAS WALTER HALL, solicitor (of the firm of Sorby & Hall), of Sheffield, has been appointed a Commissioner for Oaths. Mr. Hall was admitted a solicitor in August, 1884.

Mr. ARTHUR LAMB, solicitor (of the firm of Lamb, Brooks, & Sherwood), of Basingstoke, has been appointed a Commissioner for Oaths. Mr. Lamb was admitted a solicitor in December, 1884.

Mr. HARRY PEARSE, solicitor, of 25, Bedford-row, W.C., has been appointed a Commissioner for Oaths. Mr. Pearse was admitted a solicitor in January, 1884.

Mr. JOSEPH HARDY PICKFORD, solicitor (of the firm of Oxley & Coward), of Rotherham, has been appointed a Commissioner for Oaths. Mr. Pickford was admitted a solicitor in August, 1884.

Mr. WILLIAM MUNRO TAPP, B.A., LL.M. Cantab, solicitor (of the firm of Goren & Tapp), of 27, South Molton-street, Oxford-street, W., has been appointed a Commissioner for Oaths. Mr. Tapp was admitted a solicitor in July, 1884.

Mr. GEORGE GUY VERTUE, solicitor (of the firm of Pilcher & Vertue), of 24, Old Burlington-street, W., has been appointed a Commissioner for Oaths. Mr. Vertue was admitted a solicitor in November, 1883.

Mr. FREDERICK ALBERT WOOD, solicitor (of the firm of Wood, Bird, & Wood), of 23, Rood-lane, Cannon-street, E.C., has been appointed a Commissioner for Oaths. Mr. Wood was admitted a solicitor in February, 1884.

Mr. REUBEN WINDER, solicitor (of the firm of Simpson, Palmer, & Winder), of Three Crown-square, Southwark, S.E., has been appointed a Commissioner for Oaths. Mr. Winder was admitted a solicitor in April, 1883.

Mr. GEORGE HENRY CARTHEW, solicitor, of 3, Raymond-buildings, Gray's-inn, W.C., has been appointed a Commissioner for Oaths in matters depending in the Courts of the Colony of the Bahamas. Mr. Carthew passed the final examination with honours, and was admitted a solicitor in November, 1876. He is a commissioner for oaths.

Mr. ARTHUR STEWART MAPLES has been appointed Official Receiver in Bankruptcy for the districts of the county courts holden at Kingston-upon-Hull and at Great Grimsby, by transfer from the district of the county court holden at Newcastle-on-Tyne.

Mr. FRANK LOWSON CLARK has been appointed Official Receiver in Bankruptcy for the district of the county court holden at Newcastle-on-Tyne, rendered vacant by the transfer of Mr. Arthur Stewart Maples.

Mr. CHRISTOPHER JENKINS DIBB has been appointed Official Receiver attached to the Chancery Court of the County Palatine of Lancaster for all the purposes of the Companies' (Winding-up) Act, 1890.

Mr. FRANK LOWSON CLARK, the official receiver attached to the Newcastle-on-Tyne County Court, has been appointed Official Receiver attached to the Chancery Court of the County Palatine of Durham for all the purposes of the said Act.

Mr. FREDERICK MARSHALL, the registrar of the Stannaries Court, has been appointed the Official Receiver attached to the Stannaries Court for all the purposes of the said Act.

Mr. FREDERICK SWINSON, solicitor (of the firm of (Shute & Swinson), of Birmingham, has been appointed a Commissioner for Oaths of the Supreme Court of Newfoundland.

CHANGES IN PARTNERSHIPS.

Mr. EDMUND SPYER, solicitor, who passed his final in April last year with honours, has been admitted as a partner in the firm of Spyer & Son. The style of the firm will in future be Spyer & Sons, and the business will be carried on as heretofore at 53, New Broad-street, E.C.

DISSOLUTIONS.

HENRY HOLLIER HOOD BARRS and ROBERT CHARLES MEADOWS, solicitors (Hood Barrs & Meadows), 12, Clement's-inn, London. Dec. 31.

ALBAN GARDNER BULLER, EDWARD BICKLEY, and THOMAS CROSS, solicitors (Buller, Bickley, & Cross), Birmingham. So far as concerns the said Edward Bickley. Dec. 31.

SHALLETT JNO. DALE and ALFRED DALE, solicitors (Shallett Jno. & Alfred Dale), North Shields. The said Shallett John Dale retiring, and the said Alfred Dale will in future carry on the business on his own account. Dec. 29.

WILLIAM HENRY HOUGH and ARTHUR WILLIAM TUCK, solicitors (Hough & Tuck), of Oakham and Uppingham. The said business will in future be carried on by the said Arthur William Tuck. Sept. 30.

MURRAY MAXWELL JOHNSON, JOHN WREDFORD BUDD, and MURRAY JOHNSON, solicitors, of 24, Austinfriars, London. Dec. 31.

NATHANIEL TERTIUS LAWRENCE, CHARLES GRAHAM, and LOFTUS SIDNEY LONG, solicitors (Lawrence, Graham, & Long), of 6, New-square, Lincoln's-inn. Dec. 31.

THOMAS TREWREN VIZARD, GEORGE WENDEN, and JOHN MACDONALD, solicitors (Vizard, Wenden, & Macdonald), of Dursley. So far as regards the said John Macdonald. Dec. 31. [Gazette, Jan. 2.]

NATHANIEL GEORGE CLAYTON and WILLIAM GIBSON, solicitors (Clayton & Gibson), of Newcastle-on-Tyne. The said William Gibson will continue to carry on the said business under the same style. Dec. 31.

WILLIAM PHELPS and HENRY WHALLEY WOODFORDE, solicitors (Phelps & Woodforde), of 14, Red Lion-square, London. In future such business will be carried on by the said Henry Whalley Woodforde. Dec. 31. [Gazette, Jan. 6.]

GENERAL.

It is stated that Advocate Durell, the leading criminal lawyer of the Jersey Royal Court, has been suspended for four months for having in the local newspaper published correspondence relating to a libel case in which he was defending counsel.

The gross value has been sworn at £64,579 4s. 9d., and the net value at £62,544 7s. 10d., of the personal estate of the late Mr. Baron Huddleston. In certain events a portion of the residuary estate is to be transferred to the trustees of the Barristers' Benevolent Association, to be used for the purposes of the association.

A smoking concert will be given at Anderton's Hotel, Fleet-street, on Monday, the 26th of January, in aid of the funds of the Royal Courts Cricket Club. This club has been established for the recreation of the large staff of attendants at the Law Courts. The chair will be taken on the 26th by Mr. Francis A. Stringer, and the vice-chair by Mr. Arthur T. Pask. Mr. A. Leigh Pemberton will act as M.C. We are requested to state that tickets (prices, chairman's table, 2s. 6d.; other tickets, 1s. each) may be obtained from any of the attendants in uniform at the Royal Courts of Justice.

It is stated that in consequence of the transfer of the New Trial Paper to the Court of Appeal, three Queen's Bench Division Courts only will be formed to sit *in Banco* during the ensuing Hilary Sittings, instead of four as hitherto, while eight of the judges will, according to present arrangements, be told off to sit and dispose of special and common and non-jury actions, the lists of which are somewhat in arrear. The only difficulty in the way of carrying out this scheme will be the want of sufficient courts, as, including the Lord Chief Justice's court, there are only ten Queen's Bench Division Courts altogether, so that the problem will be where to locate the eleventh court.

A number of advocates, attorneys, pleaders, and vakeels of the Calcutta High Court assembled in the Chief Justice's Court on December 5, and there were on the bench Sir Comer Petheram and Justices Prinsep, Pigot, Macpherson, Trevelyan, Tottenham, Amir Ali, Bannerjee, and Chunder Madhub Ghose. Mr. Woodroffe, on behalf of the bar, expressed their sincere sorrow at the news of the death of Sir Barnes Peacock, first Chief Justice of that court, and the last Chief Justice of the old Supreme Court. Mr. Twidale, on behalf of the pleaders and vakeels of the court, desired to express the great regret and sorrow which they felt on learning of the death of Sir Barnes Peacock, and wished to endorse every word of the tribute which Mr. Woodroffe had paid to Sir Barnes's memory. The Chief Justice, Sir Comer Petheram, in reply, said:—Of my own knowledge in my profession, I knew well what the reputation of Sir Barnes Peacock was when he was at the bar. I knew that his reputation for the most profound learning and for the deepest devotion to the interests of his clients was second to none. After his return from India I had the honour of his personal acquaintance. I knew him well, the manner of man he was, and I knew him as a judge of the Privy Council before whom I had practised, and in every character he was a man of the highest possible type. It would be impossible to express too highly the feeling of respect for him entertained by everyone.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
APPEAL COURT			
Date.	Mr. Justice	Mr. Justice	Mr. Justice
	CHITTY.	CHITTY.	CHITTY.
Monday, January 13	Mr. Godfrey	Mr. Farmer	Mr. Justice
Tuesday 14	Leach	Rolt	North.
Wednesday 15	Godfrey	Farmer	Lavie
Thursday 16	Leach	Rolt	Carrington
Friday 17	Godfrey	Farmer	Lavie
Saturday 18	Leach	Rolt	Carrington
Mr. Justice			
STIRLING.			
Monday, January 13	Mr. Pugh	Mr. Pemberton	Mr. Clowes
Tuesday 14	Beal	Ward	Jackson
Wednesday 15	Pugh	Pemberton	Clowes
Thursday 16	Beal	Ward	Jackson
Friday 17	Pugh	Pemberton	Clowes
Saturday 18	Beal	Ward	Jackson

COURT OF APPEAL.

HILARY SITTINGS, 1891.

SPECIAL NOTICE.—During Hilary Sittings, until further notice, the Queen's Bench Trial Paper will be taken every week, but not in the same Court, that is to say, one week in Court I., and the next week in Court II., commencing the first week of the Sittings in Court I. Subject to the above arrangement, Chancery Final Appeals, Palatine Appeals, Chancery Interlocutory Appeals, and Lunacy Matters, will be taken on the usual days in Court II. Queen's Bench Final Appeals, Bankruptcy Appeals, Admiralty Appeals, and Queen's Bench Interlocutory Practice Appeals, will be taken on the usual days in Court I. The detailed order of Appeal Court work is given in the Hilary Sittings Paper. Admiralty Appeals (with Assessors) will be taken in Court I. on days specially appointed by the Court. Lunacy matters will be taken in Court II. on every Monday, at 11 o'clock, until further notice.

APPEALS FOR HEARING

(Set down to Thursday, January 1, inclusive).

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE) AND THE COUNTY PALATINE AND STANNARIES COURTS.

For Judgment.

In re Standard Manufacturing Co. Id. Lancaster Acts and Co's Acts (claim of debenture holders) app of J. Lowe & ors (debenture holders) from order of Vice Chancellor of the Lancaster Court, dated May 20, disallowing claim (c.a.v. Nov 10—present Lord Chancellor and Lords Justices Bowen and Fry)

For Hearing.

(General List.)

1890.

Probate E E Warter, an infant, by her guardian v H de G Warter, an infant, by his guardian app of E E Warter, by her guardian, from judgment of the President, dated 24 June, that Will revoked by marriage July 1 (S O generally by order dated Dec 18)

Liverpool District Registry In re J K Mainwaring, dec Crawford v Royal Infirmary & other charities In re J K Mainwaring, dec Crawford v Farnham app of plts from judgment of Mr Justice Kekewich, dated Jan 11, 1890 July 31 (S O generally for fur evidence—liberty to apply when ready)

Earl of Rochester v Raisley app of dfts Jas Raisley & ors from judgment of Mr Justice Kekewich, dated 10 August August 11 (security ordered Nov 19)

Martin v Heath (2) app of T B Green, Pltff in second action from judgment of Mr Justice Chitty, dated 1 August, 1890 August 12

In re Shipley Estates and Mundy's Settlement Trusts & Settled Land Act, 1882 app of Settlement Trustees from order of Mr Justice North, dated 7th August, declaring Trustees not authorized to pay costs of improvement August 25

In re Liverpool Household Stores Assocn, Id, & Co's Acts app of H W Blundell from order of Mr Justice Kekewich, dated 11 Aug. Oct 22

The Apollinaris Co v Snook app of debt from judgment of Mr Justice Kekewich, dated 6 Aug. Oct 31

Attorney-General v Morgan app of debt from order of Mr Justice North, dated Aug 6 Nov 12

Bellamy v Debenham app of plit from judgment of Mr Justice North, dated 15 July Dec 1

In re Dick, dec, Lopes v Humm-Dick app of debt from order of Mr Justice Stirling, dated 29 Nov, 1890, refusing liberty for sale and investment of part of residuary estate Dec 1

Divorce E M G De Vere Beauclerk, petnr, v A De Vere Beauclerk, resp app of petitioner from judgment of Mr Justice Bntt, dated 18 Nov, refusing decree of dissolution of marriage Dec 2

Bown v The Centaur Cycle Co app of plit from judgment of Mr Justice Kekewich, dated 19 Nov, 1890 Dec 4

Elze v Boyton app of plit from judgment of Mr Justice North, dated Nov 26 Dec 5

In re Jordan, dec, Serjeantson v Stokes app of plits from judgment of Mr Justice Kekewich, dated 16 Dec, 1890 Dec 5

Vine v Raleigh app of debts Alexander and Wife from order of Mr Jus-

ice Chitty, dated 15 Nov, 1890, declaring validity of trust for improvement and maintenance Dec 6

In re Contract, dated 6 Nov, 1890, for sale of Real Estate, made between Eugene Arbib and C G Class and anor & V & P Act app of C G Class & anr from order of Mr Justice North, dated 5 Nov, 1890 Dec 10

In re the same Contract app of C G Class & anr from order of Mr Justice North, dated 24 Nov, 1890 Dec 18

Williams v Marshall app of plit from judgment of Mr Justice Bowen, dated Nov 21, 1890 Dec 16

Saxby v Thomas app of debt from judgment of Mr Justice Bowen, dated 16 Dec, 1890 Dec 22

In re Sir E H Page-Turner, Bart, dec (construction), Maberly v Blades app of debt Rev F H M Blades from order of Mr Justice Kekewich, dated 29 Nov, on originating summons Dec 23

In re Woolcombe's Will Trusts, Woolcombe v Woolcombe app of plit from order of Mr Justice Chitty, dated Dec 11, on application for declaration of plit's interest under Will Dec 24

Richards & ors v Butcher, and In re Walbaum's Registered Trade-Marks, 28,593, 28,594, and Trade Marks Acts app of plits Walbaum & Co from order of Mr Justice Kay, dated 12 Nov, expunging Trade-Marks from Register Dec 24

In re The Halifax Sugar Refining Co. Id, & Co's Acts app of exors of Hugh McCalmont, dec, from order of Mr Justice Stirling, dated 16 Dec, directing exors to be placed on contributory list Dec 31

From the County Palatine Courts.

Final List.

1890.

Cheetham v Oldham & Fogg app of plit from order of the Vice-Chancellor of the County Palatine of Lancaster dated 15 Jan Oct 22 (not before 1st Thursday in Feb)

FROM ORDERS MADE ON INTERLOCUTORY MOTIONS IN THE CHANCERY DIVISION.

Separate List.

1890.

Burn v London and South Wales Coal Co. Id & anr Co app of debt L & S W Coal Co from order of Mr Justice North, dated 28 Nov, directing applicant Co to give copies of documents to plit (pt hd, S O with liberty to restore)

Welbourne v Porter app of debts from order of Mr Justice Kay, dated 6 June, refusing to set aside judgment June 27 (restored after action revived)

Tussaud & Sons, Id v De Pinna app of plits from order of Mr Justice Stirling, dated 6 Dec, directing motion for injunction to stand over until trial Dec 11

In re Thos Owens, dec Owens v Green app of C B Cottam in person from order of Mr Justice Stirling, dated 21 Nov, refusing a charging order for costs Dec 11

In re Messrs Taylor, Stileman, & Underwood, solors expte A M L Payne-Collier app of A M L Payne-Collier from refusal of Mr Justice Stirling, dated 28 Nov, to direct payment in subject to taxn or production of documents Dec 15

Hamilton v Brogden app of debt Alexr Brogden from order of Mr Justice North, dated 18 Nov, giving liberty to sign judgment under ord 14 Dec 19

Jenkins v Bushby app of plits from order of Mr Justice Stirling, dated 1 Dec, refusing trial by jury Dec 20

In re Wm. Heseltine, dec Woodward v Heseltine app of debt Lewis Simmons from order of Mr Justice North, dated 12 Dec, restraining dealing, &c, with goods under bill of sale Dec 20

Cox v Bennett app of plits from order of Mr Justice Kekewich, dated 1 Dec, disallowing items in trustees' accounts Dec 22

J W Sey v W Griffith & Co app of plit from order of Mr Justice Kekewich, dated 15 Dec, refusing appln to examine plit abroad under existing or further commission Dec 22

In re Ormerod, Grierson, & Co, Id & Co's Acts (expte Official Liquidator) app of Liquidator from order of Mr Justice Stirling, dated 2 Dec, refusing appln for payment of Liquidator's charges out of funds belonging to Deb Holders Dec 24

Barney & Birng, &c, Banking Co, Id v Joshua Stubbs, Id, & anr In re Joshua Stubbs, Id, & Co's Acts app of Official Liquidator from order of Mr Justice Kekewich, dated 3 Dec, granting leave to proceed with action and refusing motn to appoint appellant receiver Dec 24

Daniel v Ferguson app of debt from order of Mr Justice Stirling, dated 19 Dec, restraining obstruction of light and directing removal of wall Dec 24

Jones v Watts app of plits from order of Mr Justice North, dated 19 Nov, allowing objections to Taxing Master's certificate Dec 29

FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.

For Hearing.

Final List.

1890.

Williams v Buchanan (Alexander 3rd party) app of plitff from order of the Lord Chief Justice & Mr Justice Hawkins on report of Special Referee (c a v Feb 27, 1889—present, Master of Rolls and Lords Justices Bowen & Fry—on Feb 1, 1890, directed by Master of Rolls & Lord Justice Fry to be put into List)

Cronheim v Sedgwick app of dft Sedgwick from judgment of Mr Justice Day, dated 16 July, at trial without a jury in Middlesex August 1

The Whitelaven Ship Building Co Id (in Liquidation) v Russell & ors app

of defts from judgment of Mr Justice Vaughan Williams, dated July 18, at trial without a jury at Carlisle August 20
 Davis (Trading, &c) v Rogers and anr app of dft Rogers from judgment of Lord Justice Lopes, dated August 4, at trial without a jury in Middlesex August 12 (security ordered October 24)
 Mason & Barry ld v The Comptoir d'Escompte de Paris app of plts from judgment of Mr Justice Day, dated July 31, at trial without a jury in Middlesex August 15 (to stand over till notice given by order dated Dec 5)
 Steinman & Co v The Angier Line (1887) ld (Damage to cargo) app of Defts from judgment of Mr Justice A L Smith, dated 5 August, at a trial without a jury at Derby August 19
 Jones v Williams app of Pltff from judgment of Justices Denman and Wills, dated 29 January, after trial before Mr Justice Manisty with special jury at Carmarthen August 23
 Winfield & Sons v Snow Brothers app of Pltffs from judgment of Mr Justice Hawkins, dated 14 August, at trial without a jury at Birmingham August 27
 Dobell & Co & ors v The Steamship Bencroy Co ld app of Defts from judgment of Mr Justice A L Smith, dated 29 July, at trial without a jury at Liverpool August 27
 Smith v The Northern Enamelled Iron Co ld app of Pltff from judgment of Mr Justice Hawkins, dated 18 August, at trial without a jury at Birmingham Sept 2
 Farnham v Peel app of Dft from findings of Judge & judgment of Mr Justice Lawrence thereon, dated 13 August, at trial without a jury at Birmingham Sept 5
 Chancery Action Lawder v Gouher appl of dft from judgment of Mr Justice Lawrence, dated 11 Aug, at trial without a jury at Shrewsbury Oct 21
 Irish v Clavson appl of dft from judgment of Mr Justice Charles, dated 4 Nov, on claim & counter claim with a jury in Middlesex Nov 1
 Europäische Wassergas Actien Gesellschaft v London & Colonial Finance Corpn ld app of defts from judgment of Lord Justice Lopes, dated 6 Aug, at trial without a jury in Middlesex Nov 6
 Beckett & anr v Tower Assets Co ld app of plts from judgment of Mr Justice Cave, dated 1 Nov, setting aside assessment of damages by jury after trial with special jury in Middlesex Nov 11
 Birmingham District Registry South Staffordshire Trams Co v Sickness & Accident Assoc app of plts from judgment of Mr Justices Day & Lawrence, dated 29 Oct, on special case Nov 11
 Overseers of Parish of Putney v L & S W Ry Co app of defts from judgment of Justices Day & Lawrence, dated 28 Oct, on special case Nov 13
 Urnston (Treasurer, &c) v Whitelegg, Bros (Q B Crown Side) appl of plt from judgment of Justices Day & Lawrence, dated 5 Nov on appl from judgment of county court Nov 15
 Oakley v Marston appl of dft from judgment of Baron Pollock, dated 7 Nov, at trial without a jury in Middlesex Nov 17
 Neil & anr v Hayward appl of dft in person from judgment of Mr Justice Day, dated 10 June, at trial without a jury in Middlesex Nov 17
 N E Ry Co v Mayor, &c of Kingston-upon-Hull app of plts from judgment of Justices Day and Lawrence, dated 31 Oct, on special case Nov 18
 Fulton v Pipe app of plt from judgment of Lord Justice Lopes, dated 30 July, at trial without a jury in Middlesex Nov 20
 Clink v Radford & Co app of defts from judgment of Baron Pollock, dated 5 Nov, at trial with a jury in Middlesex Nov 20
 Shepherd v Berger (Q B Crown Side) app of plt from judgment of Justices Day and Lawrence, dated 4 Nov, on app from the Mayor's Court Nov 25
 Moir v Marten & others app of defts Puleston, Brown, & Co from judgment of Mr Justice Grantham, dated 4 Nov, at trial without a jury in Middlesex Nov 27
 Hendry v Von Weissenfeld app of dft from judgment of Mr Justice Charles, dated 7 Nov, at trial without a jury in Middlesex Nov 29
 Lessing v Horsley app of defts from judgment of Mr Justice Lawrence, dated 12 Nov, at trial without a jury in Middlesex Dec 3
 Stogdon v Lee app of dft from judgment of Mr Justice Day, dated 4 July, at trial without a jury in Middlesex Dec 4 Stogdon v Lee app of dft from order of Justices Mathew and Grantham, dated 5 Nov, refusing to limit receivership by excluding income and arrears, and notice of contention by plt (to come with the final app by order)
 Evans v The Newfoundland Ry Co & others app of plt from judgment of Mr Justice A L Smith, dated 22 Nov, at trial without a jury in Middlesex Dec 4
 Howlett on behalf, &c v The Mayor, &c of Maidstone app of defts from judgment of Mr Justice Denman, dated 15 Nov, at trial without a jury at Maidstone Dec 5
 Smith, Hill, & Co v Pyman, Bell, & Co app of defts from judgment of Mr Justice Charles, dated 15 Nov, at trial without a jury at Leeds Dec 5
 Condy v Blalberg app of plt from judgment of nonsuit of Mr Justice Charles, dated 26 Nov, at trial with common jury in Middx Dec 6
 A Lavesseur & anr, Liquidators of La Societe Industrielle et Commerciale des Metaux v Mason & Barry, ld app of plt from judgment of Mr Justice Day, dated 27 Nov, at trial of issue without a jury in Middx Dec 9
 Lewis v The Pontypidd, Caerphilly, & Newport Ry Co app of defts from judgment of Mr Justice Denman, dated 22 Nov, at trial without a jury in Middx Dec 11
 Baylis v Hall, Son, & Lord app of defts from judgment of Mr Justice Wills, dated 2 Dec, at trial without a jury at Manchester Dec 11
 De Souza v Cobden app of dft from judgment of Mr Justice Day, dated 24 Nov, at trial without a jury in Middx Dec 12
 Murray v Warren app of dft Warren in person from judgment of Mr Justice Day, dated 2 Dec, with a special jury in Middx Dec 15
 The Tynedale Steamship Co, ld v The Newcastle-on-Tyne Home Trade

Insurance Assocn app of plts from judgment of Mr Justice Day, dated 20 Nov, at trial without a jury in Middx Dec 16
 Unwin v Hanson app of plt from judgment of Baron Pollock, dated 29 July, at trial without a jury in Middx Dec 17
 Newman v The London & South-Western Ry Co app of plt from judgment of nonsuit, dated 6 Dec, after trial before Mr Justice Stephen with a jury in Middx Dec 19

Kinnell & Co v Clements & Co app of defts from judgment of the Lord Chief Justice, dated 30 Oct, at trial without a jury in Middx Dec 23
 Pyke v Day & anr app of defendants from judgment of Mr Justice Day, dated 8 Dec, at trial without a jury in Middx Dec 23
 1891.

Armour v Bate app of plt from judgment of Mr Justice Wills, dated 15 Dec, at trial without a jury at Lancaster Jan 1

FROM THE QUEEN'S BENCH DIVISION.

New Trial Paper.

(For Hearing before the Court of Appeal.)

1890.

Bradford District Reistry Taylor & anr v Wheatley appln of plts for new trial on app from verdict and judgment at trial before Mr Justice Vaughan Williams, at Bradford May 27

Bradford District Registry Taylor & anr v Cragg appln of plts for new trial on app from verdict and judgment at trial before Mr Justice Vaughan Williams, at Bradford May 27

Terriss v Cornwell and the Empire Printing and Publishing Co ld appln of Defts for judgment or new trial on app from verdict and judgment at trial before Mr Justice A L Smith, in Middlesex May 29

Dibley v The Victoria Steamboat Assocn appln of Defts for verdict and judgment upon findings of jury on app from direction and judgment at trial before Mr Justice Cave, in Middlesex June 7

Sommens v The Bute Docks Co and Edward Robertson & Co appln of Bute Docks Co for judgment or new trial on app from verdict and judgment at trial before Baron Huddleston, with special jury, in Middlesex June 11

Pittard v Oliver appln of pltff for judgment or new trial on app from direction and judgment at trial before Mr Justice Mathew, in Middlesex June 13

Lund v Brocklesby & anr appln of defts for judgment or new trial on app from verdict and judgment at trial before Mr Justice Mathew, in Middlesex June 14

Heath v Moore appln of defts, Moore & Boyd, for new trial on app from verdict and judgment at trial before Mr Justice Grantham, in Middlesex June 16 Same action appln of defts, King, Sell, & Raiton, ld, for new trial June 19

Bolander v Davies appln of pltff for new trial on appeal from verdict and judgment at trial before Mr Justice Hawkins, in Middlesex June 24

Webley v Lowe appln of dft for judgment or new trial on app from verdict and judgment at trial before Baron Huddleston, in Middlesex June 27

Evans v Fenton appln of dft for judgment or new trial on app from verdict and judgment at trial before Mr Justice Day, in Middlesex July 1

Robinson & Co v Ricardo appln of dft for judgment or new trial on app from verdict and judgment at trial before Mr Justice Mathew, in Middlesex July 3

Williamson v Savill Bros appln of plt for new trial on app from verdict and judgment at trial before Baron Huddleston, with special jury, in Middlesex July 9

Horsman v Croaker appln of defts for new trial on app from verdict and judgment at trial before Mr Justice Grantham, in Middlesex July 11

Lamley v The Mayor, &c, of East Retford appln of defts for judgment or new trial on app from verdict and judgment at trial, before Mr Justice Grantham, in Middlesex July 12

Evans v Langley appln of plt for new trial on counter claim or judgment on app from verdict and judgment at trial, before Mr Justice Cave, at Worcester July 14

Gibbins v Cumberland & anr appln of plt to set aside judgment entered for dft at trial before Mr Justice Grantham, with a jury in Middlesex July 14

Carey & Wife v Long's Hotel, ld appln of defts for judgment or new trial on app from findings of special jury and judgment at trial, before Baron Pollock, in Middlesex July 15

Ball v Corbett appln of dft for judgment or new trial on app from verdict and judgment at trial, before Mr Justice Grantham, in Middlesex July 17

Hayes v Burgess appln of dft for judgment or new trial on app from verdict and judgment at trial, before Mr Justice Grantham, in Middlesex Hayes v Burgess appln of plts for judgment July 18

Gower v Tobitt & anr appln of plt for judgment or new trial on app from findings and judgment of H W Verey, Esq. Official Referee, in Middlesex July 22

Steel v The Dartford Local Board appln of plt for judgment or new trial on app from nonsuit at trial, before Mr Justice Grantham, in Middlesex July 23

Phelps, James, & Co & ors v C G Hill & ors appln of plts for judgment or new trial on app from verdict and judgment at trial, before Mr Justice Mathew, in Middlesex July 23

Turner v Goldsmith appln of pltff to set aside judgment entered for dft at trial before Mr Justice Grantham with a jury in Middlesex July 25

Stevens v J Hushelwood & Co appln of defts for judgment or new trial on app from verdict at trial, before Mr Justice Lawrence, in Middlesex Same act appln of pltff for judgment July 29

Bennett v McDonald appln of dft for judgment or new trial on app from verdict and judgment at trial before Mr Justice Grantham, in Middlesex July 30

Joyner v Weeks appln of plt for judgment or new trial on app from findings and judgment at trial before G W Hemming, Esq. Q.C. Official Referee in Middlesex July 30

- Crumbie v The Wallsend Local Board** appln of debts for judgt or new trial on app from verdict and judgt at trial before Mr Justice Wills, at Newcastle August 1
- Shrapnel v Everett** appln of debt to set aside judgt entered for plttf at trial before Mr Justice Grantham, and for inquiry as to title and validity of patent August 1
- Jamieson v Jamieson** appln of plttf in *forma pauperis* for new trial on app from verdict at trial before Mr Justice Grantham, in Middlesex August 1
- Jamieson v Carden & ors** appln of ptf in *forma pauperis* for new trial on app from verdict at trial before Mr Justice Grantham, in Middlesex August 1
- Sheppards, Pelly & Co v Wilkinson** appln of dft for new trial on app from judgt dismissing counter-claim at trial before Baron Pollock, in Middlesex August 2
- The Foreign Wine Growers Co, ld, v Hopkins** appln of dft for judgt or new trial on app from verdict and judgt at trial before Mr Justice Denman, with special jury, at Guildford August 11
- Taylor v The London & North Western Ry Co** appln of Debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice A. L. Smith with special jury, at Manchester August 11
- Bonas & Co v Alderson** appln for new trial on app from verdict and judgt at trial before Mr Justice Lawrance, in Middlesex August 12
- Johnson v Taylor** appln of Debt T. A. Holland for new trial on app from judgment entered by direction of G. W. Hemming, Esq, QC, Official Referee in Middlesex August 14
- Bishton v Hill (libel)** appln of Debt for judgt or new trial on app from verdict and judgt, at trial before Mr Justice Cave at Stafford August 18
- Knowles v Duncan** appln of Debt for new trial on app from verdict and judgt, at trial before Baron Huddleston and special jury at Lewes October 1
- Greaves v Sykes** appln of Debt for judgt or new trial on app from verdict and judgt, at trial before Mr Justice Lawrance at Birmingham October 10
- Speight v Gosnay** appln of debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice Charles and common jury at Leeds Oct 18
- Bradney v Sanger** appln of debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice Lawrance, with special jury at Birmingham Oct 24
- Stuart v Bell** appln of debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice Wills with a special jury at Leeds Oct 25
- Brown & Co v Shropshire Iron Co ld** appln of debts for judgt or new trial on app from verdict and judgt at trial before Mr Justice Charles at Leeds Oct 31
- Hammond v Waterton** appln of debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice Vaughan Williams at Carlisle Oct 31
- Alcock & ors v Hall & ors** appln of debt for new trial on app from part of verdict and findings at trial before Mr Justice Hawkins with a special jury at Nottingham Nov 5
- Heckscher v Crosley & Burn & anr** appln of plttf for new trial on app from judgt of nonsuit at trial before Mr Justice Denman with special jury in Middlesex Nov 6
- Pickett v Lyon** appln of plttf for judgt or new trial on appeal from verdict and judgt at trial before Baron Huddleston with special jury at Lewes Nov 7
- Thomson v Isaacs & Son** appln of plttf for judgt or new trial on app from part of verdict and judgt on debt's counter-claim at trial before Mr Justice Denman with a jury in Middlesex Nov 10
- Union Bank of London, ld v Sweeting** appln of debt in person for judgt or new trial on app from verdict and judgt on counter-claim at trial before Mr Justice Denman and a jury in Middlesex Nov 11
- Medawar v Grand Hotel Co, ld** appln of plttf for judgt or new trial on app from verdict and judgt of Mr Justice A. L. Smith at trial with a jury in Liverpool Nov 13
- Hale v The Waterburg Prospecting Syndicate** appln of debts for new trial or judgt on app from verdict and judgt at trial before Baron Pollock and a special jury in Middlesex Nov 14 (winding-up order made by Mr Justice Kekewich, dated 16 Dec, 1890)
- Watkins v Meek** appln of debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice Denman and a special jury in Middlesex Nov 15
- Harris v Gordon, Harris v Grindley** appln of debts Grindley & Co for new trial on app from verdict and judgt at trial before Mr Justice Charles with a jury in Middlesex Nov 18
- Dobbin v Wickes** appln of debts for new trial on app from verdict and judgt at trial before Mr Justice Wills with a jury in Middlesex Nov 19
- Heath v Stokes** appln of debts for judgt or new trial on app from verdict and judgt at trial before Mr Justice A. L. Smith with a special jury in Middlesex Nov 22
- Mayfield v Sheppard** appln of plttf for judgt or new trial on app from findings and judgt at trial of issue in Mayfield v Moxon before Mr Justice Charles and a common jury in Middlesex Nov 25
- Todd v Sheppard** appln of plttf for judgt or new trial on app from findings and judgt at trial of issue in Todd v Moxon before Mr Justice Charles and a common jury in Middlesex Nov 25
- Gray v Jones** appln of debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice Charles with a jury at Durham Nov 25
- Patmore (Exor &c) v Bell** appln of debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice Stephen with special jury in Middlesex Nov 26
- Burris v Davis & Co ld** appln of debts for new trial on app from verdict and judgt at trial before Mr Justice Stephen with a jury in Middlesex Nov 26
- Dickens v The Met Electric Supply Co ld** appln of plts for new trial on app from judgt of nonsuit at trial before Mr Justice Stephen with a special jury in Middlesex Dec 2
- Schroder v The Merchants Marine Insurance Co ld** appln of debts for judgt or new trial on app from verdict findings & judgt at trial before Mr Justice Denman and special jury in Middlesex Dec 3
- Wolff v May** appln of plttf in person for new trial on app from judgt of nonsuit at trial before Mr Justice Stephen with a jury in Middlesex Dec 3
- Walklin v Johns** appln of debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice Charles and a common jury in Middlesex Dec 6
- Carruthers v Fisher** appln of debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice Day with a jury in Middlesex Dec 11
- Saqui & anor v Lovering** appln of debt for a new trial on app from verdict and judgt at trial before Mr Justice A. L. Smith with a common jury in Middlesex Dec 12
- Armitage v Hornsby & Sons ld** appln of plttf for judgt or new trial on app from verdict of judgt of non-suit at trial before Mr Justice Denman with a special jury in Middlesex Dec 13
- Tucker v Tucker** appln of debt for judgt or new trial on app from verdict & judgt at trial before Mr Justice Charles with a common jury in Middlesex Dec 16
- The Corp'n of the Hall of Arts and Sciences (commonly known as the "Royal Albert Hall") v The Dowager Countess of Winchilsea & anr** appln of debts for judgt or new trial on app from verdict & judgt at trial before Mr Justice Stephen & a jury in Middlesex Dec 18
- Fox v A J White, ld** appln of debts for new trial on app from verdict & judgt at trial before Mr Justice Lawrance and a special jury at Leeds Dec 23
- Drake v Birchall** appln of debt for judgt or new trial on app from verdict & judgt at trial before Mr Justice Day and special jury in Middlesex Dec 21
- Hargraves v Walker** appln of debt for judgt or new trial on app from verdict and judgt at trial before Mr Justice Lawrance and common jury at Leeds Dec 27

1891.

Esilman v Hassall appln of debt for judgt or new trial on app from verdict and judgt at trial with a jury at Salford Jan 1

FROM PROBATE, DIVORCE, AND AMIRALTY DIVISION. (ADMIRALTY.)

For Hearing.

With Nautical Assessors.

1890.

- Ship General Gordon (damage)** The Great Grimsby Ice Co ld owners of the smack Almoner, and ors v The owners of the General Gordon app of debts from judgt of Mr Justice Butt, dated 12th June July 18
- Ship Dione (damage)** Elmore & Scott v Owners of Steamship Dione app of plts from judgt of Mr Justice Butt, dated 8th August August 9
- Ship Marpessa (damage)** The Stoomvaart Maatschappij Nederland & ors v The Owners of the Marpessa & freight app of plts from judgt of Mr Justice Butt, dated 22nd July October 3
- Ship Queen Victoria (damage)** Owners of Ship Ovington v Owners of ss Queen Victoria & freight app of plts from judgt of Mr Justice Butt, dated 6 Aug Oct 25
- Ship Accomac (salvage)** owners, masters, & crews of steamships "Inverness," "Flying Scud," "Heather Bell," and "Spurn" v Owners of Ship Accomac, cargo & freight Owners of Ship "Accomac," cargo & freight and owners of Ship "Albert Edward" and ors v Owners of Ship Accomac, cargo and freight app of plts in first action from judgt of the President, dated 11 Dec, 1890 Dec 18
- N.B.**—Admiralty Appeals without Assessors (if any) are taken in order of date of setting down in the Queen's Bench Final List.

FROM THE QUEEN'S BENCH DIVISION.

(Sitting in Bankruptcy.)

1890.

- In re Prince Alexis Soltykoff** Expte H G Margrett appl of petitioning creditor from order of Mr Registrar Luklater, dated 29 Nov refusing receiving order

FROM THE QUEEN'S BENCH DIVISION.

Interlocutory List.

1890.

- Showers & ors v The Chelmsford Union Assessment Committee (Q B Crown Side)** appl of Showers & ors from order of Justices Day & Lawrance, dated 4 Nov affirming poor rate under 12, 13 Vic c 45, s 11 Nov 26
- Roberts v Tyres** and **In re judgt** obtained by Roberts against Tyser, dated 19 May, 1888 appl of plttf, from order of Justices Mathew & Grantham, dated 6 Nov refusing entry of satisfaction upon judgt signed 19 May, 1888 Dec 4
- Pratt & anor v Russell** appl of debt from Justices Stephen & Charles, affirming order of judge in chambers refusing unconditional leave to defend Dec 24

1891

Armour v Bate appl of pltf from order of Mr Justice Wills, dated 15 Dec, at Lancaster, refusing to postpone trial Jan 1

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

HILARY SITTINGS, 1891.

Causes for Trial or Hearing.

(Set down to Thursday, January 1st, inclusive.)

Motions, Petitions, and Short Causes will be taken on the usual days, as stated in the Hilary Sittings Paper.

Mr. Justice Chitty will take Witness Actions on the following days—viz., February 3, 4, 5, 10, 11, 12, 17, 18, 19, 24, 25, 26. His lordship will sit in Chambers every Monday during the Sittings. In the weeks when Non-Witness Actions are taken, Further Considerations will be taken on Tuesdays. In the weeks when Witness Actions are taken, Further Considerations will not be taken on Tuesdays, but may be taken on Saturdays.

Mr. Justice North will take Witness Actions on Tuesday, January 20, and continue them on Tuesdays, Wednesdays, and Thursdays, until further notice.

Mr. Justice Stirling will take Witness Actions on days to be appointed by his lordship, after the commencement of the Sittings. His lordship will sit in Chambers every Monday during the Sittings.

Mr. Justice Kekewich will take Witness Actions on days to be appointed by his lordship, after the commencement of the Sittings. His lordship will sit in Chambers every Monday during the Sittings. Liverpool and Manchester Business will be taken as follows:—Motions on days appointed for Motions. Petitions, Short Causes, and Adjourned Summonses on Saturdays. Summonses in Chambers on Friday afternoons, Liverpool and Manchester Summonses being taken on alternate Fridays, commencing with Liverpool Summonses on Friday, January 16th.

Mr. Justice Romer will take Witness Actions every day in the order as they stand in the Cause Book.

Adjourned Summonses will be taken as follows:—Mr. Justice Chitty, with Non-Witness Actions, except Procedure Summonses, which (if any) are taken every Saturday; Mr. Justice North on Fridays and Saturdays; Mr. Justice Stirling also on Fridays and Saturdays; Mr. Justice Kekewich on Saturdays.

N.B.—The above Note as to Adjourned Summonses is subject to alteration as their lordships may direct.

Before Mr. Justice CHITTY.

Causes for trial (with witnesses).

Freemantle v Lafitte act (May 1)
Thompson v McMurdo act
 In re **W. Rackham**, dec. Ormandy v Rackham act. Same action
 Trial of third party notices served by defts E. A. Rackham, R. N. Cook & Wm. Forester
Boyle, Campbell & Co v Sacker act (S.O. till after Russian suit disposed of)
The Western Wagon & Property Co ld v West act
Hyslop v Morel Bros. act (set down by order)
Bolton v Salmon & ors act
Chapman v Caledonian Insce Co act (to come on with Small v Chapman when ready)
Morris v Bebro (1888, M 3,273) act
Morris v Bebro (1889, M 66) act (postponed by order to come after No. 80)
 In re **Hudson**, dec **Harris v Strachan** act (S O till return of Commission to Ceylon)
M Melacino & Co v B M Melacino & ors act (S O till after return of commission to Egypt)
Holly v Emmett act
Blaydes v Selby act
Ramuz v Earl Soudes act
Arnold & Sons v Lynch & Co 1889 A 739 act
Arnold & Sons v Lynch & Co 1889 A 480 act
Sampson v The Royal Aquarium & Summer & Winter Garden Soc, ld act (re-transferred from Mr Justice Romer)
Cresay v Dunmere act (re-transferred from Mr Justice Romer)
 In re **Robert Millard**, dec **Millard v Millard** act
 In re **Harrison**, dec **Smith v Allen** act
 In re **R Harrison**, dec **Allen v Cort** act

Birmingham Canal Navigations v Tupper & Co act
Guardians of St Saviour's Union v The Stanhope Co ld act
The London, Tilbury, & Southend Ry Co v The East & West India Dock Co and London & East India Docks Joint Committee act
Taylor v Buzzard act
 In re **John Lane**, dec **Hiscock v Bankes** act
Dale v Dale act
Small v Chapman act (S O till after answer to interrogatories)
Fuller v Impey act
Hancock & Co ld v Fry act
The Inventions Trust Asscn ld v Cole & Co act (secy for costs ordered)
Waugh v Peacock act (order for examination of witnesses abroad)
Anderson v Lansdown act
Dando v The New La Plata Mining & Smelting Co, ld **The New La Plata Mining & Smelting Co**, ld v Dando act
 In re **Baroness Craignish**, dec **Craignish v Hewitt** act
Thomas v Hume, Webster, Hoare & Co act
Wood v Williams act (set down without pleadings by order)
Thornton v Daniel act
Bryen v Glyn act
Mapleson v Boosey & Co act
Worthington v Moore act & m f j
St Clair v The Manica Oplin Mining Co, ld act
Lodge v Ainley Sons & Co act (discontinued against Local Board—continued against Ainley Sons & Co, but to stand over until after mandamus in Q B Division is disposed of)
Leech v Lewis, ld act
Nichols v John Lewis & Co act
Boursot v Boursot act
The Midland Ry Co v The Met Ry Co act

Pink v Pink act
Matthew v Munday act
Hubbard v Elverston act
Eves v Cook act
Matthews v Saunders act
The Fourth City Mutual Benefit Building Soc v Wood act
Smith v Bowler act
Phillips v Jones act
Wigan v Hoppe act
Rickard v Macalister act
Lockyer v Powell act
Cameron v Jones act
 In re **Robson**, dec **Robson v Hamilton** adj sums (cross-examination)
Davies v Plain act
Singleton v Mitchell act
Oppenheimer v Quinn act
Redfern v Prime (2) act
Sir W G Armstrong & Co, ld v Pitkin act
 In re **Thos Price**, dec In re **E B Edwards**, dec In re **L Price**, dec **Price v Pontypool Gas & Water Co** act
King v Harry act (pauper)
Charsley v Harris act
Turner v Elliott act
The Defence Vessel Construction Co, ld, v **Scott** act
Hill v Bischofswerder act
Crossley Bros v Andrews & Co, ld act
Andrews & Co, ld v **Crossley Bros**, ld act
Colman v Colman act
Jones v Beard act
Hartley v Dearden act
Garnett v Carver act
Goode v Sharwood act
Tooley v Balkis Consolidated Co, ld act
Bell v The Gresham Life Assurance Society act (S O till return of commission)
 In re **Gyles**, dec, **Gyles v Collinson** act
Montagu v Burton act
Reid v Whiteley act
 In re **Whitchurch**, dec, **Cotton v Prowse** act
The Croydon Ironmongery Co, ld, v **Davies** act
Skelton v Schwabe act
Lindsay v Curtis act
Richards v Unett, Moore, Bayley, & Co act
Warren v The Central Permanent Building Society act
Bonham (married woman) v Ellis act
 In re **Earl of Caithness**, dec **Buchanan v Sinclair** act
George v Greener act
The Royal Exchange Assurance & ors v Norton act
Beecham v Thompson act
The Unity Gold Mining Co v The African Gold Share Investment Co, ld
Gunnell v Woods act
Brear v Hirst act
De Stafford v Neville act
Bliss v Hart & anr act
Cleworth v The National Provident Institution act
A Bosdet & Co v Patten act
Nickalls v Phillips act
 Causes for Trial (without witnesses).
Saxby v Farmer act for trial and sums to vary Chief Clerk's certificate under order dated 8 Aug pt hd
 In re **R Davidson**, dec **Davidson v Creek** adj sums (S O July 22 restored by consent)
 In re **Symonds**, dec **Symonds v Tuke** adj sums (restored by order)
 In re **Poor Allotments of the Parish of Walton-on-Thames & Trustee Relief Act** (expte Hewitt & ors)

adj sums (S O 25 Oct, restored by order)
 In re the Same (expte Scott) adj sums (S O 25 Oct, restored by order)
The Wearmouth Permanent Benefit Bldg Soc v Brown m f j
Ratcliff v Jowers act (S O till evidence completed)
Ward v Royal Exchange Shipping Co, ld expte **Lancaster, Speir, & Co** adj sums (S O 31 May for further evidence restored by ord)
Bush v Smith act m f j (short)
Rogers v Hewitt act (S.O. till evidence completed)
 In re **Earl of Abingdon**, dec **Bertie v Abingdon** adj sums (Order 55)
 In re **J Wicks's Estate** **Wicks v Wicks** adj sums (admn)
 In re **R Woodfall's Estate** **Caffull v Woodfall** adj sums (admn)
Myers v Myers adj sums
 In re **R O Perkins's Settlement** **Trusts Jefferson v Perkins** adj sums
Dean v Dean act
Perry v Eames motn to be treated as trial of action on issues of law and fact
Salaman v Eames motn to be treated as trial action as in "Perry v Eames"
The Mercer's Co v Eames motn as in two previous cases
The Farcham Local Board v Smith motn to be treated as trial of act
 In re the **Earl of Caithness's Estate** **Leslie v Caithness** adj sums
Witherby v Rackham adj sums (title)
 In re **B Hodgkins's Estate** **Boswell v Pratt** adj sums expte **Residuary Legatee**
 In re **W S Dible**, dec **Rodgers v Dible** adj sums dated 27 Feb—pt hd 6 Aug—restored by order
 In re **J Eagling's Estate** **Mines v Walton** (construction) adj sums under Order 55
 In re **Davy's Trusts** **Expte A B Willoughby and Conveyancing Act**, 1881 adj sums to remove restraint on anticipation
 In re **Drummond & Davies's Contract and V and P Act** adj sums
 In re **Howard's Settmt Trusts** **Paget v Castle Rising Hospital** expte **Settmt Trustee** (construction) adj sums
 In re **W Armitage's Estate** **Holt v Holt** (construction) adj sums
 In re **J Stanger's Estate** **Moorsom v Tate** adj sums
 In re **W Salmon's Estate** **Bush v Bush** adj sums
Armstrong v Armstrong m f j (short)
 In re **Bullimore's Settmt** **Willis v Burchell** adj sums (title)
Walker v Walker pltf's motn for payment out **Walker v Waker** defts motion to vary interim report **Walker v Walker** pltf's motn to adopt final report **Walker v Walker** defts motn to vary Official Referee's report
 In re **Moore & Burton's Contract & V & P Act** adj sums **Ex pte Purchaser**
 In re **T V S Gooch**, an infant, & **Guardianship of Infants Act**, 1886 adj sums **Ex pte Lady Gooch**
 In re **V Nevin**, an infant, & **Guardianship of Infants Act**, 1886 adj sums to appt guardian
 In re **S Lawson**, dec **Birt v Hinton** adj sums (ord 55)
Twynnam v Neath Harbour Commrs m f j
 In re **McGregor & Ratcliffe's Contract** (objections to title) **Ex pte Vendors** adj sums

In re H A Gwynne, dec Brooks v Gwynne act
In re Samuel Gurney's Trusts Gurney v West Ham School Board Ex pte Residuary Legatees adj sums

Procedure Summons.
Jones v Insole appln of debt to strike out amended claim

Further Considerations.
In re S Hurst, dec Addison v Topp fur con & two sums to vary (hd Dec 11 & 13—restored as pt hd, but not before Jan 20)
In re W B Taylor, dec Stephenson v Taylor fur con (not before Jan 24)
In re Hawkins, dec Walker v Smith fur con
Loder v Loder 3rd fur con
Forster v Forster 2nd fur con
In re John Betts, dec Jones v Butt fur con adj from Chambers and sums to vary

Before Mr. Justice NORTH.
Causes for Trial (with witnesses).
Græme v Walker act
Bentinck v London Joint-Stock Bank, ld act (not before 15 Feb)
Parnell v Halkett Halkett v Parnell act S.O. 14 days after filing of last further affidavit
Bruce v Watling act
Fletcher v Golland act
Lescher v Hart act
Gas Patents Syndicate ld v Lindsay act
Willoughby v Paulet Brandon v Willoughby act counter-claim & m f j
Philippe v Whitehead act (revived)
Smith v Hanbury act
In re Harrison Usher v Harrison act
Sunley v Spratt act
In re Webster Webster v Webster act
Low v Bouverie act
Lane v Godfrey act
In re Lawes Baylis v Rees act
Stuart v Hobson act (not before 1 Feb)
Davillier v McMurdo act
Hards v Ford, Lloyd, & Co act & m f j
Ilbert v Norris act
Smith v Andrews act
Zeffertt v Park act
In re Sharpe In re Bennett The Masonic, &c, Assoc Co v Sharpe act
Cosey v Roper act
Chester v Harris act
Cowley v Stocken act
A. Pirie & Sons, ld v Goodall & Son act & motn to rectify
Commercial Bank of Scotland ld v Sanders act
Burgess v Van Hoydonck act
Matthews v Martin act
Sladen v Shemwell act
Garner v Coad act
Russell v Sudeley act
Beecham v Turton act
Parrot v Burnett act
Kenrick v Danube Colls & Co, ld act
Bullock v Jones act
Grosvenor v White act
Knowles v Scott act
Barker v Furlong act
United Friendly Societies Building Socy v Hobbs act
In re G. Walker Walker v Walker act
Sykes v Wigfield act
Woolmer v Miskin act
In re Grazebrook Coxwell v Paine act
Woodcock v Parkyn act
Tarbutt & ors v Holland act

Faulders Brewery Co, ld v Bownass act
Tippett v Strutt act
The New Land Development Assoc ld v Lewisham Dist Bd of Works act
In re W Giles Real & Persl Advance Co ld v Giles act
In re Walker Turley v Walker act, m f j and third party notice
Hardwick v Morton act
Zuccato & anor v Young act
Wilkinson & anor v Griffiths Bros & Co act
Moore v North West Bk ld act & m f j
In re Aspinall Hudson v Warburton Collinson v Hudson act
Mackenzie v Newton act
Cole v Cole act
Llewellyn v Simpson act
Mineral Residues Syndicate v Levant Mine Adventurers act
Potter v Glover act
Thomson v Hughes act
Jackson v Pegg act
Beadell v Beadell act
Rose v Ainge act
Holland v Wilson act & m f j (short)
Stuckey's Bank Co v Cohen act
Lindoe v Alexander act
Leveson-Tower v Jarrett act
Natl & Prov Bk of Engd ld v Daniel act & m f j
Pritchard & Co ld in Liquidatn v Pritchard act
In re McMurdo Penfield v Mc Murdo adjd sums, pt hd
The British Water Gas Syndicate, ld v The Nottingham and Derby Water Gas Co, ld act
Nicholaz v Development and Investment Co, ld act
Bright v Eckersley act
Newman v Yeats act
Walker v Higgins act
The People's Co-operative, &c, Building Soc v Shaw act
Showell v Perrins act
Merridew v Morris act
Hamilton v Hamilton act
Chawshay v Cartland act
Capel v Brown act
Filden v Bond act
In re Rendle Rendle v Rendle act
Danks v Jones act
Taylor v Taylor act
In re Bliss Bliss v Bliss
Automatic Weighing Machine Co. ld v National Exhibitor's Assocn ld act
Rayner v Winstanley act
Jensen v Hilder act
Wilkinson v Jennings act
Booty v Goodwin act
The Lincoln Brick Co ld Handley act
Manning v The Freshwater, &c, Co act
Oldham v Metherell act
Wilson v The Queen's Club ld act
Alliance Pure White Lead Syndicate ld v McIvor's Patents ld act
Morris, Wilson & Co v Coventry Machinists' Co ld act & motn
Viney v Lewis act
Tims Schell v Cutler act
Thesiger v York act
Lloyd v Clingo (motn entered in witness list by order)
Belsey v Brooks act
Westinghouse Brake Co ld v Williamson act
Norton v Burr act
T & W Smith v Bullivant & ors act
Brett v Bowles act
Fielding v Earl Northbrook act
Beaumont v Provident Assoc Co, ld act
Ward v Langdon act
Farrell v The Joint-Stock Assocn act (restored)

Langham v Hedges & Abell act
Faul v Harding act
In re Stevens Stevens v Stubbing-ton act
In re Clench Draper v Clench act
Causes for Trial (without witnesses).
Charles v Fuller judgt
In re Gatward Gatward v Gatward m f j
Hunter v Union Finance Co, ld m f j (short)
In re Keeley Keeley v Courtney m f j (short)
Woodhouse v Bellairs m f j (short)
In re Cooper Cooper v Cooper act

Adjourned Summonses.
In re Earl of Leven & Melville Deacon v Earl of Leven
In re Barton-upon-Humber & District Water Co, ld & Co's Acts
In re Burfield Dean v Burfield
In re The Birmingham Concert Halls, ld & Co's Acts Ex parte Board & Sons
In re the Same Ex parte J J Nunn
Elliot v Steel
Gedye v Commrs of Her Majesty's Works & Public Bldgs
In re Muspratt Muspratt v Blake
In re Cox & Neave & V & P Act, 1874
In re Crawshaw Dennis v Crawshaw, &c
Handley v Hazlehurst
In re Wright Whitehead v Stares
In re Radcliffe Radcliffe v Bowes
Badeley v Consolidated Bank, ld
In re Harris Fitzroy v Harris
Harper v Eyre
In re Thomas Richard v Thomas
In re J T Marshall, &c (taxation)
In re Rees Williams v Lloyd
Brown v Clark
In re West West v West
Hazeldine v Hazeldine (further answer, &c)
Hazeldine v Hazeldine (for inspection)
Kennedy v Smith
In re Miller Bevan v Miller
In re The Portuguese Consolidated Copper Mines, ld, & Co's Acts
In re Nathage Ellis v Barfield
In re Capstick Capstick v Simmonds
Hamilton v Brogden
In re Brace Welch v Colt

Further Considerations.
In re Stevens Stevens v Keily fur con & sums
Page v Page fur con
Stead v Harper fur con
In re Lockerby Lockerby v Muir fur con
In re Elliott Elliot v Johnson fur con
Rowley v Fiennes fur con
Ager v Blacklock fur con & two sums

Before Mr. Justice STIRLING.
Causes for Trial (with witnesses).
In re J Davis Joseph v Davis act (to come on with another action when set down)
Dennan v Batten act
Lowther v Caledonian Ry Co act
The Gen Auction, Estate and Monetary Co v Smith act
In re Robertson Moir v Moir act sums
Held v Ellis act
Goodall, Backhouse & Co v Wilkinson act
Mears v Mockford act
In re Brooke Crosby v Brooke act
Hedger v Hedger act
In re Jennings Jennings v Jennings act

Scott v Natl Finance Corp ld act
Horsley v Richards action
Dodd v Scholding action
Burton v Dodd act (advanced by order)
Armstrong v Oway Gold Mining Co, ld act & m f j
Edwards v Beckett act
Sebright v Fitzgerald act
Gledhill v Maude act
Hunt v Parry In re Parry In n
Pierce Hunt v Parry act
Crump v Minter act
Keighley, Maxsted & Co v Bakewell act
Laing v Walker act (not before 1st March)
Couling v Gell act
In re Fox Fox v Fox act
Hill v Bishton act
Canning v Stone act & m f j
In re Hodgson Thompson v Wilson act
Wilson v Thompson action
Fuller v Duncan act
New Asbestos Co, ld v Duncan act
Hyde v The New Asbestos Co, ld act (advanced by order)
Masters, &c of the Skinners Co, London v Leadenhall Market, &c Co act
Colchester Brewery Co, ld v Harwood act
Simmons v Henderson act
In re Cooper Greaves v Cooper act
Parnell v Pitman act
In re Nesbitt Nesbitt v Freeman act
Faulkner v Stevens act
United Telephone Cold v Lancashire, &c Ry Co act
Same v London & N W Ry Co act
O'Shea v Wood act
Staffordshire, &c Bk v Partridge act
In re Owen Owen v Allman act
Benham v Clarkson act
Baring v Abington act
Whately v Rippon act
Birmingham v Hill act
Morley v Brodhurst act (transferred from Mr Justice Chitty) (not before Feb 2)
Ramsbotham v Fielding act
Turney v Turney act
Whitby v Whitby act
Pedder v Pedder act
Stephenson v Ovington act
Davies v Gibson act
Hooper v Cullener act
Cross v Mein act
Gavin v Hughes act
Robertson v Hughes act
Heathcote v Blair act (transferred from Q B Division)
Steinwald v Van Raalte act
Rippon v Brushfield act
Buller v Strange act
Abbott v Howard act
In re Park Cole v Park Park v Cole claim against testator's estate
Brunton v Red Moss Works Co act
Coombs v Wilks act
Lloyd's Bank, ld v Keen act
In re Casey's Trade-Marks, &c, and Patents, &c, Act m
Stewart v Casey act (advanced by order)
Duke of Sutherland v Heathcote act
Woodman v Knowles act
Cox v Holman act
Jones v Merionethshire, &c, Bldg Soc act
Froude v Wilberforce act
Western Counties Ry Co v Anderson & Co act
Rugby Portland Cement Co v Rugby and Newbould Cement Co, ld act
Birch v Egan act
Campbell v Tate act
Moul v Douglas act
In re Rudd Peal v Rudd act

Adney v Adney act
 Vernal v Reed act
 Cunliffe v Bellite Explosives, ld act
 Best v Dodd act & m f j
 Municipal Permt Invest Soc v Pol-
 lington act
 Farbenfabriken Vorm Fried Bayer
 & Co & ors v Bowker act
 Atkinson v Bower act
 In re Bayley Worthington v
 Bayley act
 Hampton v Davis act
 Wrensted v Eede act
 Wagner v Costerlitz act
 Jones v Wemyss act
 In re MacIvor's Patent & Co's Acts
 motn
 Lewis v Oldroyd act
 Lloyd v Fox act
 Price's Patent Candle Co ld v Price
 & Co act
 In re Heywood Heywood v Hey-
 wood act
 Leach v Hearn act
 Williams v Gregory act
 In re Carruthers Talbot v Car-
 ruthers act
 Simeon v Freshwater & Co Ry Co act
 Wroath v Coathupe act
 Newton v Cohen act
 Bank of British North America v
 Anderson & Co act
 Pender v Brass act
 Young v Harris act
 Twyerould v Chamber Colliery Co,
 ld act
 Coombs v J Jones & Son act
 Render v Macpherson act
 In re Wells Molony v Brooke act
 & m f j
 Radway v Titmas act
 Sykes v Crust act
 Norfolk v Harvey act
 Fritchley v Marshall act
 In re Walsh Underwood v Haiden
 act
 Cunningham v Todd act
 Willcox v Black act
 Crowder v Cooper act
 Farr v The British Sublimed Lead,
 & Co act
 Beecham v Fisher act
 Jackson v Snell act
 In re Edgar Edgar v Edgar act
 Lampard v St George's House, ld
 act
 Foster v Rowe act
 In re Bowman Bowman v Bowman
 act
 Causes for trial without witnesses
 and adjourned summonses.
 In re The Credit Co, ld, & Co's Acts
 adj sums
 In re Blumberg & Co, ld & Co's Acts
 adj sums
 In re The Aurum Co, ld, & Co's Act
 Expte Sulybach motn to rectify
 register
 Griffith v Pound adj sums restored
 Robertson v Harlopp adj sums
 In re Low Gamble v Low adj
 sums
 Barrow v Barrow adj sums
 In re Broughton Barnard v Stock-
 ton adj sums
 In re Credit Co, ld, & Co's Acts
 Expte Liquidator adj sums
 In re Goodbody Williams v Rod-
 dand adj sums
 In re W J Cross Cuturi v Cross
 m f j
 Stone v Lickorish adj sums
 Newby v Richmond adj sums
 In re The Helen's & District Trams
 Co Watkins v The Company
 adj sums
 Chalk v Abethell act
 In re Reeve Reeve v Reeve m f j
 & adj sums
 Wills v Lycett m f j (short)

Further Considerations.
 In re Forster Forster v Budd fur

con & sums
 Taylor v Bell fur con & sums
 Styles v Stafford & Guy, ld fur
 con & sums
 In re Longley Longley v Wheeler
 fur con
 Before Mr. Justice KEKEWICH.
 Causes for trial (with witnesses).
 In re Metn Coal Consumers' Assoc,
 ld, & Co's Acts Expte Edwards
 motn
 In re the Same & Co's Acts Expte
 Hy Dunkley motn
 In re the Same & Co's Acts Expte
 J K Aston motn
 In re the Same & Co's Acts Expte
 R V Green motn
 In re the Same & Co's Acts Expte
 R Lord motn
 In re the Same & Co's Acts Expte
 A A Lord motn
 In re the Same & Co's Acts Expte
 Perry motn
 In re the Same & Co's Acts Expte
 Kirkmann motn
 Rendall v Blair actn restored
 London and North-Western Ry Co
 v Evans & Co act
 Richards v Butcher act
 In re E Perry Walker v Walker
 act & m f j
 Wentworth v Hull & N W Junction
 Ry Co act
 In re Roper Buxton v Sheldon
 act
 Read v Nesling act
 Hair v Geddes act
 Sykes v Burr act
 Provan v Paterson act
 Smith v Rogers act
 Reed v Wollranch act
 Lucas v Gillett act & m f j
 McClintock v McClintock act
 Ashling v Boon act
 Freeman v Cheesman Cheesman v
 Freeman act
 Riddle v Trim act
 Millen v Gatliff act
 In re Fuente & Pinto and Trade
 Mark 67,419, & adj sums cross
 exam
 In re Same & Trade Mark No 65,648
 adj sums cross exam
 In re Same & Trade Mark No 67,418
 adj sums cross exam
 Mackenzie v Mackintosh act
 Ricketts v Ricketts act
 Bythesen v Bythesen act
 Wyatt v Earl Cadogan act
 Pullin v Reffell act
 Cronbach v Uranium Mines, ld
 1889 C 3,812 act
 Same v Same 1889 C 3,813 act
 In re Mountain Beckett v Mountain
 act
 Carter v Sillier act
 Wertheimer v Cohen act
 Holtz v Couper act
 The Hanley, & Coal Co, ld v North
 Staffordshire Ry Co act (security
 ordered)
 Crown Bank, ld v Newman act
 (security ordered)
 Percival v Burnett act, wits
 Dixon v Garnish act, m f j
 Fleetwood Estate Co ld v Drummond
 & Sons act
 Sanderson v Allen act (to come
 up for trial with two actions not
 yet set down)
 Westmoreland Green, & Slate Co
 ld v Fellden act
 Bower v Tomkinson act & m f j
 Steel v Evans act
 Gardiner v Frith act
 Earl of Shaftesbury v White act
 London Founders' Assoc ld v Com-
 mercial Trust, & Co ld act
 Thomas v Christmas act
 In re Yorath Hughes v Davies act
 Horsman v Shorney act
 Hinde v Burr act

Smyrke v De Peyer act
 Thornley v Lupton act
 Cubitt v New Land Development
 Assocn, ld act
 Gray v Purves act
 Holland v Skidmore act
 Marshall v Borrowdale Plumbago,
 & Co, ld act
 Ward v Miles act
 Lloyd v Margrave act
 Nuttall v Hargreaves act
 Beard v Margrett Margrett v Beard
 act
 In re Joel's Letters Patent, & Co,
 Petn (not before Feb 1)
 Haley v Metcalfe act, wits
 Jope v Pountain act
 Jones v The Steamship Cairngoun,
 ld act
 Edwards v Covell act
 Campbell v Skewis act
 London, Brighton, & South Coast
 Ry Co v Reeves act
 Lewis v Morgan act
 Meux v Cobley act
 Blackman v Fysh act & m f j
 Bailly v Icke act
 Lawson v Holt Bros act
 Handley v Willson act
 Bellite Explosive, ld v Bellite Co, ld
 act
 Sawkins v Stratford, & Co, Junction
 Ry Co act
 In re Whiteley & Roberts, arbitra-
 tion, & motn pt hd
 Brandon v Viscet Bury act
 Godfrey v Walker act
 Burroughs & Watts v Orme & Sons
 act
 Denney v Frisby act
 Alcock v Smith act
 Klein v Wagner act
 Dawson v Church act
 In re Parker Lowe v Parker act
 Schott Bros, ld v Wharfedale Fancy
 Knitting Wool Co act
 Nicol v Charsley act
 Horwood v Milkins act
 Leach v Gough act
 Munns v Howard act & m f j
 Benson v D'Arcy act
 In re Johnson Johnson v Johnson
 act
 Nokes v Prior act
 In re Lyle & Kinahan's Trade-
 Mark, & motn
 Coulson v Lock act
 Savoy Publishing Co, ld, & Co v
 O'Reilly act
 Henry Clay & Co v Litsica Marx &
 Co act (not before Feb 3)
 Bendall v A D Selfe & Co act
 Duncan v Baird act
 Wood v Lamplough act
 Motum v Wilmot act
 L'Anson v Turner act
 Lewis v Ellis act
 Richards v Whitham act
 Marsden v Thorne act
 In re Ewing Beckett v Small act
 Causes for trial without witnesses.
 In re Davidson Faija v Davidson
 act
 In re Fitzgerald Fitzgerald v Cary-
 Elwes act
 Greenwood v Turner act
 Banks v Scovell m f j
 Welchman v Creigh m f j (short)
 In re Wynn Wynn v Wynn act
 (not before Feb 14)
 Lusk v Plumbly m f j (short)
 Adjourned Summonses.
 Griffin v Bishop's Castle Ry Co
 (restored)
 Hazlehurst v Rylands
 In re Stephens Warburton v
 Stephens
 In re Gartside Taylor v Butter-
 worth
 In re Newman Bleste v Skidolph
 In re Darby How v Draper

In re Heathcote Trench v Heath-
 cote
 In re Heathcote Butchart v Heath-
 cote
 In re Trade Investment Trust ld &
 King & V & P Act 1874
 Stewart v Bessler
 Langdon v Grange
 In re Hartley & Chirnside & V & P
 Act 1874
 Slater v Slater
 Hope v D'Hedouville
 In re Isaac Croubach v Isaac
 Cooke v Smith
 Windham v Cooper
 In re Garston an Infant
 In re Garston an Infant (to post-
 pone hearing)
 In re Tutill Storey v Bridgland
 In re Earl of Lisburne & Co and S L
 Acts
 Cox v Bennett
 In re Stuckey Prankerd v Roach
 In re Croom England v Provincial
 Assets Co ld
 In re Pearce Smith v Arnold
 In re Beresford Beresford v Beres-
 ford appln of deft
 In re Same Same v Same appln
 of plt
 Hicks v Ross
 Further Considerations.
 Re Boulwood Attorney-Gen v
 Solr to Treasury fur con
 L C & Dover Ry Co v South Eastern
 Ry Co fur con & motn to vary
 referees' report
 Pennington v Smith fur con
 In re Robson Larkman v Robson
 fur con
 Griffith v Mayhew fur con
 Before Mr. Justice ROMER.
 Causes for trial (with witnesses).
 Scott v The Snyder Dynamite Pro-
 jectile Co ld act (restored)
 Roberts v Lewis act
 Van Gelder Assoc Simon & Co v
 The Sowerby Bridge United
 District Flour Soc ld act (not
 before a day to be fixed)
 Jones v Dinas Steam Colliery Co ld
 act (not before point of law dis-
 posed of)
 Jones v The Dinas Steam Colliery Co
 ld point of law (set down by
 order dated 21 July, 1896)
 Transferred from Justices Curry,
 North and Strilino, for Trial or
 Hearing only—by Order, dated
 Sept 2, 1896.
 Smiley v Primery act (not before
 Jan 20)
 Scholes v Brook act
 Howard v Golland act (Easter
 sittings)
 Potter v Passburg Grain Syndicate
 Bigwood v Passburg Grain Syndi-
 cate act (commission to extn
 wits abroad)
 J B Orr & Co ld v J B Orr act
 The British Tanning Co ld v Groth
 act
 Hornsey Local Bd v Elder act (not
 before Jan 13)
 Cooper v Power act
 Barchard v Cumming act
 Steers v Rogers act & m f j m &
 adj sums (Jan 13)
 Clifford v Wilmot act & m f j
 Gisborne v Shipping Appliances Co,
 ld act
 In re S. Rees Rees v Jones act
 (not before Jan 31)
 Hart v Hyde act
 Hazeldine v Hazeldine act
 Rickett v Bennett act
 Harrison, Almslee & Co v Mayor, &
 of Barrow-in-Furness
 Riche v Erlam act
 Ballard v Hover act

Gathorne-Hardy v Rogers act
 Cochrane v Stone act & m f j
 Gardner v Cowcher act & m f j
 Lon Edinburgh & Glasgow Assoc
 Co v Turner act
 Veness v Geary act
 Ellis v Amhurst Amhurst v Ellis act
 Countess de Galve v Forwood Bros
 act
 South Staffordshire Water Works
 Co v Marquess of Anglesey act
 In re S S Smith How v Mee act
 Buckland v Mills act
 In re Sir E H K Lacon Lacon v
 Lacon act
 Martin v Hemsworth act
 Tucker v Kaye act
 Woolranch v Woolranch act & m f j
 Barran & Sons v Atkinson act
 Eves v Tooth act
 Sparrow v The Swiss Milk Powder
 Co, Id act

Gilson v Cheeswright act
 The Bristol Brewery Georges & Co,
 Id v Gillings act
 Avery v A Wood & Sons act
 Prew v Sanders act
 Tweed v Death act
 Griffith v Evans act
 T W Mansell & Co v British Linen
 Co Bk act
 Halford v Hyam act
 Wright v Law act
 Lea v Smart act
 Cummins v Sargent act
 Roberts v Peckham act
 Alexander v Wolsey act
 Dairy v Bailey & Co act
 Stavert v Passbury Grains Syndicate
 act (commission to exam wits)
 Jones v South Staffordshire Coal,
 & Co, Syndicate, Id act
 Herbertson v Bowser, Ounston &
 Co act

Capel, Cure & anr v The Investors' Union, Id
 The London & Universal Bank, Id v Abbott & anr
 Hammond v Schofield & anr
 Nugent & ors v Leonard
 Attenborough v Hawker & anr
 Harrison v Vergis
 Gunn v Tucker
 Flower & Sons & ors v Rose & ors
 Hughes v Sawrey
 Bates v Taylor
 Hughes & ors v Howes & anr
 Hills v Midgley & Sons
 Mascey v Turner
 Sheffield v Trevor
 Evans & anr v Davies
 Reeve & anr v Gibson
 Davey v Thompson
 New Westminster Brewery Co v Sanders
 In re Blair & Girling Expte Grant
 Tanner & Co v Radclyffe & ors
 Same v Same
 Jones v Pontypool Guardians
 The Cumberland Union Banking Co, Id v Caird
 Archer & anr v Hobbs & Co, Id
 Bloxsome v Flinn
 Cooke & anr v Hamlyn
 Hughes & Kimber, Id v The Popular Publishing Co (Burgess & anr, 3rd
 Parties)
 In re Arbitration between Jones & Davies
 West & ors v Marks & anr
 Cave v Leslie & ors
 In re Arbitration between Gollings and the Tradesmans' Friendly Soc,
 Peterborough
 Aitken v Batchelor
 Collings v Hawkins
 Hutchinson & anr v Reid & ors, Trustees urgent
 Barclay & ors v Seton, Karr & ors
 Same v Same
 Same v Same
 Fowler & anr v Bowles (Bowles, claimant)
 In re Adolphus Herman Louis, an unqualified person (expte Incorporated
 Law Soc)
 Morgan v Harrison
 Ross v Bourke
 Giddy & Giddy v Benham
 Prado v Chamberlaine
 Dreyfus v Biedermann
 Wood & anr v Bathe
 Penberthy v The Venezuelan, & Co, Id
 Snell, Son & Greenip v Foakes
 Devon & Cornwall Banking Co, Id v Prior
 Barlow & anr v Forbes, Munn & Co
 Haughton v Hartmann & ors
 Newbigging v Kirby
 Joicey & Co v Allen & Co
 Sutton & Co v Zuccani urgent
 In re an Arbitration between Williams & Stepney
 Milissich v Spottiswoode
 In re a Solicitor Expte Incorporated Law Soc
 In re a Solicitor Expte Incorporated Law Soc
 In re a Solicitor Expte Incorporated Law Soc
 In re a Solicitor Expte Incorporated Law Soc
 In re a Solicitor Expte Incorporated Law Soc
 Trotter v Fox
 Day v Moss

QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1891.

SPECIAL PAPER.

For Argument.

1890.

Set down 31st October, due 5th November Fowler, Perks, & Co Met Ry
 Co v Fowler special case
 Set down 6th December, due 12th December A Toovey Lister v Wood
 Points of law

OPPOSED MOTIONS.

For Argument.

Crisford v West Lancashire Ry Co (S O 13th January)
 Owen v Stark
 In re M R E Brandreth (S O till notice given to Law Soc)
 Fisher, Meinhardt, & Co v Hutchins & Co
 Weight v Perrin
 Davis v Paris
 The East Acton Brick, & Co, Id, v Hammer
 Edleston v Siddall & anr
 Morrison, Kekewich, & Co v Baring Bros & anr
 Horsfall v Seal & Co
 In re an Arbitration between Hendon & Ballard
 Sarell v Duke of Westminster
 Curzon v Shillito & anr
 Dimsdale & ors v Wilkinson & Jarvis
 Ward v Proctor
 Delta Metal Co, Id v Maxim Nordenfeldt Gun, & Co, Id
 Greenwell & Co v Linton & anr
 In re a Solicitor Expte Incorporated Law Soc
 Hartley v Rickerby
 Hobbs v Gaskell & ors
 Selig v Lion & Sons
 Westacott v Bevan & anr
 Hartcup v Dealtry
 Brandon & anr v McHenry
 Hills v Rolls
 Williams v Mills & ors
 Nelson & anr v Taylor
 In re Arbitration between Von Schoeller & ors & The Lorenz Ordnance,
 & Co
 Potts v Russell
 Ward v Proctor
 Roberts & Sons v Wohlgenuth & Co
 Poulter v Cowper & anr
 Assicurazioni Generali & ors v The SS Beacie Morris Co, Id
 Tanner & Co v Radclyffe & ors
 In re Arbitration between the Thames Iron Works, & Co, Id, & The
 Barry Docks & Ry Co
 Drew & anr v Lewis
 Street v Doody
 Same v Same part heard before Pollock, B, and Cave J
 Strauss & Co v Goldschmid
 Williamson v Ingham
 Perry v Pitt
 Price v Evans
 Sykes's Brewery Co, Id v Chadwick
 The Passburg Grains Syndicate, Id v North
 Scott v Potter
 Anderson v Tennant
 Usher v Porteous
 Buckler & Co v Great Western Ry Co
 Hard v Morris
 Humphreys v Jude & ors
 Wilson v Ellis
 Hamerton v Bradley
 In re Griffith, Eggar & Griffith, gents (delivery of documents)
 In re W A Watta, gent (costs)
 Bennet v The Justices of the County of Northampton

CROWN PAPER.

For Judgment.

Middlesex, Clerkenwell Brown v Hawkes County Court Dft's app
 (c a v June 25, cor Cave, J & A L Smith, J)
 Dover In re Local Government Act, 1888 (expte Council of the Borough
 of Dover) Questions under Local Government Act, 1888 (c a v Nov
 24, 1890, coram, Stephen, J and Vaughan Williams, J)

For Argument.

Met Pol Dist Fortescue v Vestry of Saint Matthew, Bethnal Green
 Magistrate's case
 Durham The Queen v Felling Local Board (expte Davidson) Nisi for
 mandamus to approve plans
 Somersetshire, Yeovil Wilmot v Darby & anr County Court Dft
 Kennard's appeal
 London Smith v Barber County Court Defendant's appeal
 Surrey, Croydon Moore v East Surrey Iron Works County Court plt's
 app
 Middlesex, Bloomsbury Ashford v Lonsdale & anr County Court Plt's
 app
 Monmouthshire, Newport Brace v Abercarne Coal Co County Court
 Dfts' app
 Monmouthshire, Newport Higgins v London & South Wales Coal Co
 County Court Dfts' app
 Cumberland, Westmoreland The Queen v Joint Committees of Quarter
 Sessions and County Councils of Cumberland and Westmoreland (expte
 Bertram) Nisi for mandamus to continue allowance
 London The Queen v Assessment Committee of St Mary Abbott, Kensington

- ton (expte Trickett) Nisi for mandamus to hear objections to valuation list
- London Jones & ors (trading, &c) v Dobson & ors (trading, &c) Mayor's Court Redfern, Alexander & Co's appeal
- Derbyshire, Derby Vernon & ors (trustees, &c.) v Watson County Court Dft's app
- London The Queen v Assessment Committee of St Mary Abbots, Kensington (expte Preston) Nisi for mandamus to hear objections to valuation list
- Met Pol Dist Noble v Killick & ors Magistrate's case
- Surrey, Croydon Pelton v Harrison County Court Dft's app
- Nottinghamshire, Nottingham Beaton Urban Sanitary Authority v Cotton County Court Plt's app
- Warwickshire, Birmingham Surman v Wharton County Court Plt's app
- Middlesex Lea Conservancy Board v Tottenham Local Board of Health Magistrate's case
- Lancashire, Liverpool Shea v Stanley & ors (trustees, &c) County Court Plt's app
- Nottinghamshire, Nottingham Webster v Wainwright County Court Dft's app
- Middlesex, Clerkenwell Eagland & anr v Searle (Hoddinott & anr clmts) County Court Clmts' app
- Northamptonshire, Towcester French v Imperial Live Stock Ince Assoc County Court Dfts' app
- Wiltshire, Swindon Large v Munson County Court Dft's app
- Middlesex, Edmonton Cornell v May County Court Plt's app
- Dover Westmore v Paine Magistrate's case
- Met Pol Dist Smith v Bushel Magistrate's case
- Gloucester Underwood v Jones Magistrate's case
- Hertfordshire, Royston Favell v Wright County Court Plt's app
- Surrey, Lambeth Rathbone v Long & anr County Court Plt's app
- Staffordshire Wells v Hill Magistrate's case
- Middlesex, Westminster Nicholls v Chapman County Court Plt's app
- Surrey, Southwark Moss v Fisher County Court Plt's app
- Cheltenham Brydges v Dix Magistrate's case
- Staffordshire, Cheadle Waring v Seal & Co County Court Defts' app
- Carnarvonshire, Portmadoc and Festiniog Roberts v The Blaenau Festiniog, &c Industrial Soc County Court Plt's app
- Middlesex The Queen v Mitcheson, Esq & anr Jj, &c & Tyler (expte Kearley & anr) Nisi to state case
- Birmingham Proprietors Birmingham Canal, &c v Churchwardens, &c Birmingham Quarter Sessions, 12 & 13 Vict c 45, s 12 Case stated by Arbitrator
- Cambridgeshire, Ely Eaves v Rickwood County Court Deft's app
- Brecknockshire The Queen v Doyle, Esq, & anr Jj, &c. (expte Price) Nisi to grant certificate of dismissal
- Durham, South Shields Crosthwaite v Ainsley & ors County Court Plt's app
- Middlesex, Westminster Felberman v Rayner County Court Deft's app
- Brighton, Sussex Wenman v Lyon & Co (Honeywill, clmt) County Court Defts' app
- Macclesfield Oldham & ors v Sheasby Magistrate's case
- Middlesex, Bow Fairweather & Wife v North London Ry Co County Court Defts' app
- Met Pol Dist The Queen v Bros, Esq, Met Pol Mag & Miller (expte London County Council) Nisi to state case
- Essex In re Local Government Act, 1888 (expte County Council of Essex & ors) Question under Local Government Act, 1888
- Pembroke The Queen v Morison, Esq & ors Licensing Jj, &c (expte Miles) Nisi for mandamus
- Lancashire, Blackpool The Queen v Birley, Esq, & ors Licensing Jj &c (expte Shepherd & anr) Nisi for mandamus
- Middlesex, Bloomsbury Hunt v G N Ry Co County Court Plt's app
- Worcestershire, Kidderminster Stooke v Mutual Providence Alliance County Court Defts' app
- London Stephens v British Bechuanaland Co Mayor's Court Plt's app
- Middlesex, Clerkenwell Boydell v Millar County Court Plt's app
- Hertfordshire, Watford James v Robinson & anr County Court Plt's app
- Salford Hancock v Haynes Hundred Court Deft's app
- Surrey, Croydon Oldaker v Strutton County Court Deft's app
- Coventry Budd v Lucas Magistrate's case
- Middlesex, Shoreditch Lane v Ewin Bros County Court Plt's app
- Lancashire, Manchester Morris v Kaufman County Court Plt's app
- Cheshire, Chester Hopkins v Hopkins County Court Deft's app
- Middlesex, Brompton Searles & anr v Finch & anr County Court Plt's app
- Middlesex, Clerkenwell Bex v Godfrey County Court Deft's app
- London Nash v Cunard Steamship Co. County Court Plt's app
- Middlesex, Clerkenwell Prime Bros. v Slatford County Court Deft's app
- Somersetshire, Wells In re Agricultural Holdings Act, 1883 Gough & ors v Gough & ors County Court Petrs' app
- Surrey, Wandsworth Third Perseverance Ballot, &c. Bldg Soc v Keogh County Court Plt's app
- Cumberland, Carlisle Dixon v Thompson & ors County Court Plt's app
- Kent In re Local Government Act, 1888 (expte Kent County Council & Borough of Sandwich) Questions under the Local Government Act, 1888
- Leicestershire The Queen v Judge of County Court of Leicestershire, holden at Ashby-de-la-Zouch & Gill & anr (expte Taverner) Referred summons for order to try action with jury
- Hampshire, Andover Kercher v Portal County Court Plt's app
- Cheshire, Hyde East End, &c. Permanent Bldg Soc v Slack & ors County Court Brookes' app
- Hampshire, Bournemouth Bance v Saunders County Court Plt's app
- England The Queen v Smith Esq & anr (Comms &c under Boiler Explosions Act, 1882) expte Tyne Coal Co Nisi for prohibition on enquiry under Boiler Explosions Act
- Middlesex, Westminster Briton Medical & General Life Assoc v Asher County Court Plt's app
- Sussex, Brighton Hora & anr v Holdaway County Court Plt's appeal
- London Penton v Cosh v Co County Court Plt's app
- Yorkshire, Sheffield In re County Courts Act, 1888, & In re Trusts of Will of G Whitehead, dec County Court
- Middlesex, Whitechapel Standing v Briggs County Court Deft's appeal
- Yorkshire (W R) The Queen v Kirkheaton Local Board Nisi for mandamus to make sewers at instance of H B Lodge
- Middlesex, Westminster Beasley v Roney Lilley v Roney County Court 3rd party app
- London The Queen v Registrar of City of London Court & Sibley (expte Davey) Nisi for order of commitment in action "Davey v Sibley" at instance of J Davey
- Middlesex The Queen v H M Secretary of State for War (expte Mitchell) Nisi for mandamus at instance of E Mitchell
- Yorkshire, Halifax The Queen v Judge of County Court of Yorkshire, holden at Halifax & Bairstow (expte Sutcliffe) Nisi to hear action "Sutcliffe v Bairstow"
- Lancashire, Manchester Jackson v McGowan County Court Deft's app
- Darham Bell v Bruce & ors Magistrate's case
- Sunderland Slaughter v Mayor, &c of Sunderland Magistrate's case
- Middlesex, Clerkenwell Reason v Lewis County Court Deft's app
- Middlesex, Bloomsbury Purser v Holme & anr County Court Plt's app
- London The Queen v Gregory (expte Hastie) Nisi for quo warranto
- Middlesex, Clerkenwell Saunders v Legg County Court Deft's app
- Middlesex, Bloomsbury Landsberg & anr v Moses County Court Plt's app
- Surrey, Kingston Wimbledon Local Board v Underwood (Simmons, clmt) County Court Clmt's app
- Lancashire, Bury Bailey v Slatter County Court Plt's app
- London Abbott & anr v House Property & Investment Co Mayor's Court Defts' app
- Devonshire Murch & anr v Baker Magistrate's case
- Monmouthshire Bound v Lawrence Magistrate's case
- Worcestershire, Great Malvern Jones v Foley & anr County Court Defendant's appeal
- Bedfordshire, Bedford Brightman v Stafford & anr (Gery, claimant) County Court Plaintiff's appeal
- Yorkshire, Bradford Lord v Hobson & anr County Court Plt's app
- Dorsetshire, Blandford Butt v Blandford Oddfellows' Lodge County Court Deft's app
- Glamorganshire, Pontypool Edwards v Lewis & ors County Court Plt's app
- Norfolk The Queen v County Council of Norfolk (expte Marshland & ors Commrs) Nisi for mandamus to hear application
- Middlesex Barry & anr v Leicester & ors Magistrate's case
- Middlesex, Bow Lowe v Barralet (Barralet, clmt) County Court Clmt's app
- Surrey, Lambeth Croft (suing, &c) v Ward, Lock, & Co County Court Plt's app
- Monmouthshire The Queen v Carnegie & ors, Jj, &c & Overseers of Llanfoist (expte Abergavenny Rural Sanitary Authority) Nisi to hear application and distress warrant
- Northumberland, North Shields Taws v Knowles County Court Deft Mary Knowles's app
- Shropshire, Shrewsbury Wardle (trading, &c) v Wanstall & anr County Court Plt's app
- Yorkshire, Doncaster Lamb v G N Ry Co County Court Plt's app
- Carlisle The Queen v Dixon, Esq, & anr, Jj, &c (expte Dunn) Nisi for certiorari for conviction
- London Brighton Guardians v Strand Union Quarter Sessions 12 & 13 Vict c 45, s 11
- Same Williams v Line County Court Deft's app
- Middlesex, Clerkenwell Clark v Finsbury Park Brick & Tile Co County Court Defts' app
- Met Pol Dist The Queen v Bros, Esq, Met Pol Mag & Jacobson (expte Allery) Nisi for mandamus to hear, &c, sums
- Warwickshire, Birmingham Cottrell v Hudson County Court Deft's app
- London Webb v Sutton County Court Plt's app
- Surrey, Wandsworth Bishop v Taylor & Co (Harris, clmt) County Court Clmt's app
- Middlesex, Clerkenwell Isaacs & Co v Spero County Court Deft's app
- Warwickshire, Birmingham Ebrey v Robotham County Court Plt's app
- Middlesex, Bloomsbury Manning & ors v Hine County Court Deft's app
- Middlesex, Clerkenwell Haynes v North Met. Trams Co County Court Deft's app
- Cambridgeshire, Cambridge Benton (trading, &c.) v Mason (Booth & anr trading, &c. clmts.) County Court Clmts' app
- Met Pol Dist Fletcher v Fields Magistrate's case

Devonshire, Newton-Abbott and Torquay. *Davis v Ferriss* County Court
 Def't's app
 Kent, Greenwich *Diprose v Norfolk* (Norfolk, clmt) County Court
 Clmt's app
 London. The Queen v Governor, &c. of Bank of England (expte Terrell)
 Nisi for Mandamus to keep list of unclaimed dividends, &c
 Cheshire, Chester *Jones v Turner* County Court Def't's app
 Surrey, Wandsworth *Erwin v Wilson* (Brackley, clmt) County Court
 Plt's app
 Staffordshire, Lichfield *Wellings v York* (York, clmt) County Court
 Sheriff's app
 Surrey, Southwark *Bransgrove v Woodward & anr* County Court Plt's
 app
 London *Kutner v Phillips* County Court Summons for prohibition
 Referred from chmbrs
 Lancashire, Liverpool *Clarke & Co v Widdowson* (Palmer, clmt) County
 Court Clmt's app
 Surrey, Wandsworth *Farnfield v Lavers* County Court Plt's app
 Middlesex, Whitechapel *Mills v Steward* County Court Def't's app
 Glamorganshire, Merthyr Tydfil *Knight v Jones* County Court Def't's
 app
 Shropshire, Shrewsbury *Bevington v Marriott* County Court Plt's app
 Essex *Guardians of Cardigan Poor Law Union v Guardians of West*
Ham Poor Law Union Quarter Sessions Orders and case Appellants'
 nisi to quash
 Middlesex, Westminster *G W Ry Co v White & Co* County Court
 Def't's app
 Middlesex, Shoreditch *Brown v Lilley* (Chopping, Clmt) Summons for
 prohibition Referred from chmbrs
 England The Queen v Morgan App from chambers Habeas corpus
 Middlesex, Brompton *Lon Gen Omnibus Co ld v Aspinall & Co* County
 Court Plt's app
 Surrey, Southwark *Page v Leach & Co* County Court Def't's app
 Monmouthshire, Newport *Jones v Commrs of Sewers of Levels of Hum-*
dreds of Caldecot & Watloog County Court Def't's app
 London *Pollock v Glover* (James, clmt) Mayor's Court Plt's app

REVENUE PAPER.

Causes for Hearing.

Attorney-Gen v Mayor, &c of Hythe & anr By English information
Attorney-Gen v De Burton and ors By English information and Supple-
 mental Order

Cases as to Income Tax and Corporation Duties.

For Judgment.

The Bank of Mexico, &c, Appls, & Apthorpe (Surveyor of Taxes), Respt
 For Argument.
 Whitehead, Applt, & Wilson (Surveyor of Taxes), Respt
 In re Duty on the Bootham Ward Strays, York
 Dillon (Surveyor of Taxes), Applt, & the Corporation of Haverfordwest,
 Respts
 Cawse (Surveyor of Taxes), Applt, & the Committee of the Lunatic Hos-
 pital, Nottingham, Respts
 Bowers (Surveyor of Taxes), Applt, & Harding, Respt
 Reid's Brewery Co ld, Appls, & Male (Surveyor of Taxes), Respt
 Langston (Surveyor of Taxes), Applt, & Glasson, Respt

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

GAULT.—Jan. 21, at Clifton Villa, Plumstead, the wife of James Gault, barrister-at-law
 of a daughter.

MARRIAGE.

DYER.—READE.—Dec. 29, at Christ Church, Hampstead, Charles Edward Dyer, LL.M.,
 barrister-at-law to Frances Ann, widow of the Rev. H. St. John Reade.

WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LYON BROTHERS, LIMITED.—Creditors are required, on or before Feb 16, to send their names
 and addresses, and the particulars of their debts or claims, to William Crossman
 Spencer, 4, Cook st, Liverpool. Hill & Co, Liverpool, solms for liquidator
 PETER COSMO M'INTYRE & CO, LIMITED.—Ptn for winding up, presented Dec 31, directed
 to be heard before Kekewich, J, on Saturday, Jan 17. Evans & Co, Liverpool, agents
 for Peter, Birmingham, solms for ptners

London Gazette.—TUESDAY, JAN. 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CRAWLEY & CO, LIMITED.—Creditors are required, on or before Feb 7, to send their names
 and addresses, and the particulars of their debts or claims, to A. A. F. Blott, 24, Budge
 row. Hewitt & Tyler, Gracechurch st, solms for liquidator
 H. J. COXWELL & CO, LIMITED.—Ptn for winding up, presented Jan 2, directed to be heard
 before Stirling, J, at the Royal Courts, on Jan 17. Cave & Co, Gracechurch st, solms
 for ptners
 NEWCASTLE CO-OPERATIVE ASSOCIATION, LIMITED.—Ptn for winding up, presented Dec 31,
 directed to be heard before Kekewich, J, on Jan 17. Barnard & Taylor, Lincoln's inn
 fields, solms for ptners

UNLIMITED IN CHANCERY.

SCOTLAND MACHINERY PERMANENT BENEFIT BUILDING SOCIETY.—Ptn for winding up,
 presented Dec 30, directed to be heard before North, J, on Saturday, Jan 17. Maples &
 Co, Frederick's place, Old Jewry, agents for Steel & Maitland, Sunderland, solms for
 ptners

FRIENDLY SOCIETY.

SUSPENDED FOR THREE MONTHS.

ASSOCIATION OF DELUXE ENGINE, British Workman, Horsemarket st, Watlington, Lancashire.
 Dec 31

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, DEC. 12.

TATHAM, JOHN, Rochdale, Machinist, Jan 13. Re Tatham, Registrar, Manchester,
 Grundy & Co, Manchester

London Gazette.—TUESDAY, DEC. 16.

WALKER, REV JOHN TYRWHITT, Scottow Visage, Norfolk, Jan 21. Meredith v Walker,
 Kekewich, J. Martelli, Staple inn, Holborn

London Gazette.—FRIDAY, DEC. 19.

BARBER, GEORGE GOWPERTZ, Cowper's st, Cornhill, Stock Broker, Jan 19. Everington v
 Barber, Stirling, J. Myatt, Abchurch lane, Cannon st
 MILLER, JOSEPH WILSON, Newcastle under Lyme, Tailor, Jan 20. Miller v Miller, North,
 J. Burton, Burton upon Trent

London Gazette.—TUESDAY, DEC. 23.

COOPER, JOHN MUTCH, South Shields, Licensed Victualler, Jan 23. Fitzsimmons and
 Farney v Cooper, Chitty, J. Davidson, South Shields
 TAYNOR, WILLIAM, Snaresone, Leicester, Gent, Jan 31. Gill v Taverner, Chitty, J.
 Barnes, Lichfield

London Gazette.—FRIDAY, DEC. 26.

LEES, HAROLD, Wrexham, Denbigh, Esq, Jan 10. Park v Lees, Chitty, J. Owston,
 Leicester
 STENNING, CHARLES JOHN, Aldermanbury, Solicitor, Jan 31. Stenning v Stenning, North
 J. Sole & Co, Aldermanbury

UNDER 22 & 23 VICT. CAP 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, DEC. 10.

BARKER, JOHN DOUGLAS, Longton, Staffs, Iron Merchant, Jan 30. Simpson, Hanley
 BETTERIDGE, EMMA SOPHIA, Chipping Norton, Feb 1. Mear & Fowler, Old Serjeant's

BOND, EDWARD PHILIP, Fellows rd, South Hampstead, Feb 23. Hollams & Co, Mincing
 lane

CARLNEY, WILLIAM, Alford, Lincs, Gent, March 2. Rhodes & Carlney, Alford and
 Spilsby

COXON, JOHN THOMAS, Blanchland, Northumberland, Innkeeper, Dec 27. Harrison &
 Barker, West Hartlepool

CRABTREE, JAMES, Clitheroe, Lanes, Common Brewer, Feb 1. Hall & Co, Clitheroe

CUTBUSH, EDWARD, Barnes, Surrey, Esq, Jan 2. Paterson & Sons, Bouverie st, Fleet st

DUARTE, WILLIAM, Chepstow pl, Baywater, Major in 4th Middlesex Militia, March 1.
 Burton & Co, Lincoln's inn fields

FEATHERSTONE, DAVID, West Hartlepool, Grain Porter, Feb 10. Crumby, York

FITZGERALD, HENRY THOMAS GEORGE, Richmond, Surrey, retired Major, Jan 31. Reyroux
 & Co, Cannon st

FRY, GEORGE, Bickley, Kent, Solicitor, Jan 19. Fry & Hudson, Hart st, Mark lane

HAMPTON, WILLIAM, Blomfield mews, Harrow rd, Hay Merchant, Jan 14. Mayson, West
 Hartlepool

HARDY, MARY, Cheltenham, Jan 15. Brydges & Mellersh, Cheltenham

HARDCASTLE, HENRY, Scarborough, Gent, Jan 24. Drawbridge, Scarborough

HARRISON, JANE, Shelton, Staffs, Jan 16. Paddock & Sons, Hanley

HOWELL, JOHN, Holme, Norfolk, Farmer, Jan 20. Houchen & Houchen, Thetford

HUNTER, WILLIAM WILKS, Staithforth, nr Doncaster, Gent, Feb 9. Langhorne, Wake-
 field

KAY, PETER WEBSTER, Oldham, Phrenologist, Jan 20. Pensonby & Carlile, Oldham

KELLET, HENRY, Salford, Chemist, Feb 7. Farrar & Hall, Manchester

LEADBITTER, THOMAS, Staunton Harold, Leics, House Steward to Earl Ferrers, Jan 20.
 Smith & Mammatt, Ashby de la Zouch

LEWELL, GEORGINA; Sutton, Yorks, Jan 31. Rolitt & Sons, Hull, and Mark lane, E.C.

MOSS, ELIZABETH, Horton, Staffs, Feb 17. Truman, Nottingham

NEWALL, JOSEPH, Tranmere, Chester, Licensed Victualler, Jan 30. Thompson & Hughes,
 Birkenhead

PAGE, ELIZABETH, Leybourne, Kent, Dec 21. Day, Maidstone

PARTRIDGE, JANE, West Bromwich, Jan 29. Wright & Co, Oldbury

PATMAN, WILLIAM DISBURY, Enfield, Builder, Jan 13. F. J. & G. J. Braikenridge, Bart-
 ley's bldgs, Holborn circuit

PORTER, ELIZABETH, Appleby, Westmoreland, Jan 1. E. & E. A. Heelis, Appleby

ROBINSON, WILLIAM, New Stenford, Lincs, Gent, Jan 6. Rodgers & Jessopp, Stenford

STANLEY, SAMUEL, Openshaw, Lanes, Beer Retailer, Jan 30. Darnton & Bottomley,
 Ashton under Lyne

TAYLOR, CHARLOTTE, Ditham, Norfolk, Jan 6. Wilkinson, North Walsham

THOMSON, ROBERT, Birmingham, Carriage Builder, Jan 31. Coleman & Co, Birmingham

TRIBE, ELIZABETH, Spaldhurst, Kent, Feb 6. Andrew & Cheale, Tunbridge Wells

WALTERS, ELIZABETH, Kippford, Kirkcudbright, Jan 29. Wright & Co, Oldbury, Wores

WATTS, JOHN GEORGE, Tulse hill, Surrey, Fish Salesman, Jan 31. Wilde & Co, College
 hill

WRIGHT, MARIA, Yenland Conyers, Lanes, Jan 19. Sharp & Son, Lancaster

WYNDHAM, ELIZABETH GERALDINE, Coleford, Glos, Jan 31. Reyroux & Co, Cannon st

London Gazette.—TUESDAY, DEC. 23.

APFERRY, FREDERICK, Manchester, Gent, Jan 31. Walley or Holt, Manchester

BARKER, SARAH ANN, Bramley, Leeds, Jan 31. Bond & Co, Leeds

BREMAN, ISAAC, Longton, Staffs, Plumber, Jan 25. Sward, Hanley

BRAKE, MARY, Buxton, Suffolk, Jan 21. Hunt, Gray's inn sq

BROWN, JOHN, Manchester, retired Hosier, Feb 20. A & G W Fox, Manchester

BUTTERICK, JAMES, Caversham st, Queen's rd, Chelsea, Painter, Feb 4. Kileby, College
 hill, Cannon st

CLARK, WILLIAM, Chesham, Bucks, Farmer, Jan 12. Francis & How, Chesham

COOKE, HELENA, Middlesbrough, Jan 20. Tinsley, Dudley

DAY, EDWARD, Houghton Conquest, Beds, Farmer, Jan 27. Porter, Bedford

DELFERT, WILLIAM, Bourne, Esq, Feb 1. Beck, Ironmongers' hall

DUPRE, JOHN, Lichtenburg, Transvaal, South Africa, Feb 1. Bartlett, Bath

FELDMAN, JANE, Callie Wood, nr Hobdon Bridge, Yorks, Feb 2. Shaw, Hobdon Bridge

FRENCH, WILLIAM MORLEY, St Paul's church, Ludgate hill, Solicitor, Jan 10. Newton
 & Co, 61 Marlborough st

KIRBY, WILLIAM, Southsea, Gent. Jan 30. Ford & Son, Portsmouth
 HAFENDEN, NELSON, Mark Cross, Wadhurst, Sussex, Licensed Victualler. Jan 31. Cripps & Son, Tunbridge Wells
 HILTON, ROBERT MILLITT, Bury, Manager of a Cotton Waste Mill. Jan 31. Butcher & Barlow, Bury
 HOWARTH, SAMUEL, Rochdale, Machine Broker. Jan 30. Brierley & Hudson, Rochdale
 HUMPHREYS, EDWARD, Walcot, Chirbury, Salop, Esq. Jan 8. Harrison, Welshpool
 LAW, WILLIAM, Sheffield, Gent. Jan 31. Smith & Co, Sheffield and Penistone
 LEECH, THOMAS, Hassett rd, Homerton, Painter. Jan 31. Turner, Leadenhall st
 PARKER, MARIANNE AUGUSTA, Inverness terr, Hyde pk. Jan 28. Yarde & Lander, Raymond bldg, Gray's inn
 PENHALIGON, ELIZABETH, Truro. Dec 30. Carlyn & Kirby, Truro
 REYNOLDS, WILLIAM, Mansfield, Notts, Brewer. Jan 31. Aleock, Mansfield
 ROBINSON, HENRY, Wakefield, Gent. Jan 31. Harrison & Co, Wakefield
 RUSSELL, JOHN, Nottingham, Bank Manager. Jan 31. Dowson & Wright, Nottingham
 SMITH, WILLIAM, Preston, Druggist. Jan 20. Edelson & Sons, Preston

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JAN. 2.

RECEIVING ORDERS.

ANDERSON, JAMES, Plymouth, Surgeon East Stonehouse Pet Dec 29 Ord Dec 29
 ARAM, JOHN, and JOHN LAWSON ARAM, Lincoln, Carpet Dealers Lincoln Pet Dec 29 Ord Dec 29
 BARLOW, FREDERICK, Nottingham, Hay Dealer Nottingham Pet Dec 29 Ord Dec 31
 BIRD, THOMAS, Walsall, Brown Saddler Walsall Pet Dec 30 Ord Dec 30
 BLAZEY, BENJAMIN, Wymondham, Norfolk, Builder Norwich Pet Dec 29 Ord Dec 29
 BOORMAN, RICHARD, Tunbridge Wells, late Baker Tunbridge Wells Pet Nov 28 Ord Dec 29
 BOURNIFREY, JOSEPH, and SAMUEL WILLIAMSON, Liverpool, Corn Factors Liverpool Pet Dec 29 Ord Dec 31
 BRASIER, JAMES, Oxford, Surrey, Carpenter Croydon Pet Dec 29 Ord Dec 29
 BROWN, MAXIMILIAN, Dewhurst rd, West Kensington, late Stockbroker's Clerk High Court Pet Dec 30 Ord Dec 30
 BULLOCK, JESSE, the younger, Middlesbrough, Ironworker Middlesbrough Pet Dec 30 Ord Dec 30
 BURDUS, MARY ANN, Newcastle on Tyne, Draper Newcastle on Tyne Pet Dec 19 Ord Dec 31
 CARTER, JOSEPH GOSS, Wokingham, Berks, Butcher Reading Pet Dec 29 Ord Dec 30
 CHARTER, JOSIAH, Noble st, Falcon sq, Manufacturer's Agent High Court Pet Dec 31 Ord Dec 31
 CLARKSON, JAMES, Newrate st, Upholsterer High Court Pet Dec 29 Ord Dec 29
 CLOUDE, WILLIAM THOMAS, Chestnut st, nr Sittingbourne, Kent, Builder Rochester Pet Dec 31 Ord Dec 31
 CORTON, THOMAS, Leicester, Boot Dealer Leicester Pet Dec 31 Ord Dec 31
 COX, WILLIAM, Headingley, Leeds, Builder Leeds Pet Dec 31 Ord Dec 31
 CRANNIS, MARTIN, Ipswich, Auctioneer Ipswich Pet Dec 29 Ord Dec 29
 DAWSON, ARTHUR JOHN ROPER, York, late Innkeeper York Pet Dec 29 Ord Dec 29
 DENCH, ALBERT HILL, Arundel, Sussex, Butcher Brighton Pet Dec 31 Ord Dec 31
 DEWREY, WILLIAM, Methwold, Hythe, Norfolk, Farmer King's Lynn Pet Dec 30 Ord Dec 30
 EMOND, ROBERT, New Swindon, Wilts, Boot Supplier Swindon Pet Dec 30 Ord Dec 30
 FACER, THOMAS, Birmingham, Teacher of Music Birmingham Pet Dec 30 Ord Dec 30
 FLINN, PATRICK MORRISON, Mawgan in Menage, Cornwall, Clerk in Holy Orders Truro Pet Dec 31 Ord Dec 31
 FROST, WILLIAM, Newbury, Berks, Fruiterer Newbury Pet Dec 30 Ord Dec 30
 GREEN, JOHN HENRY, Leeds, Boot Manufacturer Leeds Pet Dec 30 Ord Dec 30
 HALL, FREDERICK WILLIAM, Gt Grimsby, Cowkeeper Gt Grimsby Pet Dec 29 Ord Dec 29
 HARRISON, THOMAS, Brompton, Yorks, Grocer Stockton on Tees and Middlesbrough Pet Nov 29 Ord Dec 29
 HIRST, JOHN JAMES, Castleford, Yorks, Grocer Wakefield Pet Dec 30 Ord Dec 30
 JONES, THOMAS, St George st, Soap Maker High Court Pet Dec 31 Ord Dec 31
 LEMBRICK, THOMAS A., Porth, Glam, Builder Pontypridd Pet Dec 19 Ord Dec 21
 MARSH, EDWARD, High st, Southall, Butcher Windsor Pet Dec 29 Ord Dec 29
 MASON, WILLIAM, City rd, Cabinet Maker High Court Pet Dec 29 Ord Dec 29
 NICKOLLS, CHARLES ALBERT, Glengall rd, High rd, Kilburn, Upholsterer Canterbury Pet Dec 29 Ord Dec 29
 OTTEWELL, JANE, Leicester, Licensed Victualler Leicester Pet Dec 15 Ord Dec 29
 PACKWOOD, GEORGE, Openshaw, Lancs, Solicitor's Clerk Manchester Pet Dec 29 Ord Dec 29
 PELLORI, GEORGE, Minters st, New North rd, Hoxton, Cabinet Maker High Court Pet Dec 30 Ord Dec 30
 PRIOR, CHARLES, late of Tring, Herts, Builder Aylesbury Pet Dec 31 Ord Dec 31
 RICE, M. R., Shepherd's Bush rd, Builder High Court Pet Nov 18 Ord Dec 31
 SHEPHERD, HARRY ARTHUR, Syston, Leics, Printer Leicester Pet Dec 29 Ord Dec 29
 SMYTH, FREDERICK, Hottersy rise gdns, Brewer High Court Pet Dec 17 Ord Dec 30
 STRONG, EDWARD, Bowde, Wilts, Beerhouse Keeper Bath Pet Dec 22 Ord Dec 29
 TATHAM, EDMUND, Ilkerton, Lace Manufacturer Derby Pet Dec 15 Ord Dec 29

SMITH, THOMAS BYLA, East-Lothian, Devon, Clerk in Holy Orders Jan 29
 TUBBS, CLARA MATILDA, Wokingham rd, Dulwich. Feb 20. Jacques & Co, Bristol
 WADSWORTH, JAMES HANCO, Huddersfield, Paper Merchant. Feb 26. Hall & White, Huddersfield
 WATKINS, ROBERT, Newcastle-upon-Tyne, Gent. Jan 20. Gibson & Co, Newcastle-upon-Tyne
 WHALLEY, ROBERT, Farnworth, Lancs, Farmer. Feb 2. Husband, Widnes
 WILLIAMS, WILLIAM THOMAS, Bechell, General in the Madras Native Infantry. Feb 6. Lewis & Co, Southampton st, Strand

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. [ADVT.]

If you require an advance upon House Property on advantageous terms, or if you desire to invest your money safely in Shares or in Deposit at a moderate rate of interest, apply to the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. [ADVT.]

TUFFEY, JOHN, East Grays, Essex, Grocer Rochester Pet Dec 29 Ord Dec 29
 TURNER, EDWARD ROBERT SEPTIMUS, and ALFRED HENRY FERGUSON TURNER, Luton, Grocers Luton Pet Dec 18 Ord Dec 30
 WELLS, CHARLES, Hucknall Torkard, Notts, Collier Nottingham Pet Dec 29 Ord Dec 29
 WEST, WILLIAM HARRY, and WILLIAM JAMES SIMPSON, Addiscombe, Surrey, Coal Merchants Kingston Pet Dec 29 Ord Dec 29
 WESTMORELAND, MARY, Folkestone, Private Hotel Keeper, Canterbury Pet Dec 10 Ord Dec 30
 WHITE, MARTIN LUTHER, Newhaven, Sussex, Grocer Lewes and Eastbourne Pet Dec 15 Ord Dec 29
 WILLIAMS, CHARLES JAMES, Treleek, Mon, Innkeeper Newport, Mon Pet Dec 30 Ord Dec 30
 WILLIAMS, JAMES, Malindoe, Newport, Mon, Builder Newport, Mon Pet Dec 31 Ord Dec 31
 WOOD, JOHN, Oulton, Suffolk, Steam Tug Owner Great Yarmouth Pet Dec 30 Ord Dec 30
 WRIGHT, CHARLES, Leicester, Builder Leicester Pet Nov 19 Ord Dec 29

The following amended notice is substituted for that published in the London Gazette, Dec. 16.
 BOOTH, HARVEY HILTON, Nottingham, Mantle Maker Nottingham Pet Dec 11 Ord Dec 11

FIRST MEETINGS.

ADAMS, JOHN ROWE, Dover, Licensed Victualler Jan 9 at 10 Off Rec, 5, Castle st, Canterbury
 ADAMS, JONATHAN, Wolverhampton, Builder Jan 30 at 11.30 Off Rec, Wolverhampton
 ALLEN, JOHN BELL, St Swithin's lane, Commission Agent Jan 16 at 2.30 33, Carey st, Lincoln's inn fields
 BENJAMIN, SAMUEL, Borough High st, Basket Manufacturer Jan 16 at 11 33, Carey st, Lincoln's inn fields
 BURLEY, EDWIN, New st, Borough rd, Southwark, China Dealer Jan 13 at 2.20 33, Carey st, Lincoln's inn fields
 CLOUDE, WILLIAM THOMAS, Chestnut st, nr Sittingbourne, Kent, Builder Jan 19 at 12.30 Off Rec, High st, Rochester
 COLCLOUGH, ISAAC, Hanley, Bricklayer Jan 12 at 12.30 Off Rec, Newcastle under Lyne
 CRANE, JOSEPH JOHN, Bourne, Lincs, Draper Jan 14 at 12 Law Courts, New rd, Peterborough
 CRANNIS, MARTIN, Ipswich, Auctioneer Jan 9 at 12 Off Rec, 36, Princes st, Ipswich
 DAWSON, ARTHUR JOHN ROPER, York, late Innkeeper Jan 13 at 11.30 Off Rec, York
 DORRIS, ALBERT, Shelton, Hanley, late Printer Jan 12 at 11.30 Off Rec, Newcastle under Lyne
 EVANS, CHARLES, Malvern, Blacksmith Jan 10 at 10.15 Off Rec, Worcester
 EMOND, ROBERT, New Swindon, Wilts, Boot Supplier Jan 13 at 12 Off Rec, 33, High st, Swindon
 EVANS, JOHN, Neath, Glam, Cabdriver Jan 12 at 12 Off Rec, 97, Oxford st, Swansea
 FEULGEN, CHARLES EUGENE, St Mary axe, Commission Merchant Jan 14 at 2.30 33, Carey st, Lincoln's inn fields
 HALSON, Rt Hon LAWRENCE HESKETH, Baron, Torquay Jan 9 at 11 Castle, Exeter
 HAMLYN, WILLIAM H., Liverpool, Licensed Victualler Jan 16 at 2 Off Rec, 35, Victoria st, Liverpool
 HARRIS, GEORGE WILLIAM, Leeds, late Builder Jan 12 at 11 Off Rec, 23, Park row, Leeds
 HENMAN, EDWARD THOMAS, Jun, Moorfields, Stationer Jan 16 at 12 33, Carey st, Lincoln's inn fields
 MENZIES, JAMES, Sedgfield, Durham, Farmer Jan 14 at 3 Off Rec, 8, Albert rd, Middlesbrough
 NAY, WILLIAM, Whitby, Yorks, Innkeeper Jan 14 at 3 Off Rec, 8, Albert rd, Middlesbrough
 OTTEWELL, JANE, Leicester, Licensed Victualler Jan 9 at 12 Off Rec, 34, Friar lane, Leicester
 PACKWOOD, GEORGE, Openshaw, Lancs, Solicitor's Clerk Jan 12 at 11.45 Off Rec, Ogden's chambers, Bridge st, Manchester
 PAUL, WILLIAM, Bristol, Haulier Jan 14 at 3 Off Rec, Bank chambers, Bristol
 PRICE, EDWARD THOMAS, present residence unknown, retired Deputy Commissary of H.M. Army Jan 14 at 12 33, Carey st, Lincoln's inn fields
 RICHARDSON, JOHN ROBERT, Catterick Bridge Farm, near Catterick, Yorks, Farm Servant Jan 12 at 12 Court house, Northallerton
 SCALESBROOK, GEORGE, Woodstock, Saddler Jan 12 at 12 1.30, Aldate's, Oxford
 SHEPHERD, EDWIN (Separate Estate), Aleock's green, Worcs, Grist Miller Jan 13 at 11 25, Colmore row, Birmingham

SHEPHERD, HARRY ARTHUR, Syston, Leics, Printer Jan 12 at 12.30 Off Rec, 34, Friar lane, Leicester
 SHEPHERD, ESKENZER, and HENRY MARK SHEPHERD, Birmingham, Paper Box Makers Jan 13 at 12 25, Colmore row, Birmingham
 SOUTER, EDWIN, Dorking, Surrey, Mineral Water Manufacturer Jan 9 at 12.30 24, Railway approach, London bridge
 STARKY, HARRY, Ledbury, Herefordshire, Innkeeper Jan 10 at 10.30 Off Rec, Worcester
 STRONG, EDWARD, Bowde, Wilts, Beerhouse keeper Jan 21 at 12 Off Rec, Bank chambers, Bristol
 THOMAS, WILLIAM, Aberdull, nr Neath, Glam, Haulier Jan 12 at 3 Off Rec, 97, Oxford st, Swansea
 TUFFEY, JOHN, East Grays, Essex, Grocer Jan 19 at 11.30 Off Rec, High st, Rochester
 WAKEFIELD, WILLIAM FREDERICK, Holbein bldgs, Chelsea, late Club Proprietor Jan 12 at 11 33, Carey st, Lincoln's inn
 WELLS, CHARLES JAMES, Treleek, Mon, Innkeeper Jan 9 at 3 County Court bldgs, Cheltenham
 WHITEHEAD, THOMAS HENRY, Salford, Cab Proprietor Jan 12 at 11.30 Off Rec, Ogden's chambers, Bridge st, Manchester
 WILLIAMS, CHARLES JAMES, Treleek, Mon, Innkeeper Jan 12 at 12 Off Rec, Council chambers, Corn st, Newport, Mon
 WILLIAMS, JOHN, Dowlass, Glam, Labourer Jan 13 at 12 Off Rec, Merthyr Tydfil
 WILLIAMS, JOHN HOBBS, Havertdown, Watchmaker Jan 10 at 11 Off Rec, 11, Quay st, Carmarthen
 WINTER, RICHARD, Hadlow Down, Mayfield, Sussex, Innkeeper Jan 9 at 11.30 24, Railway approach, London bridge
 WRIGHT, CHARLES, Leicester, Builder Jan 12 at 3 Off Rec, 34, Friar lane, Leicester

ADJUDICATIONS.

ADAMS, JONATHAN, Wolverhampton, Builder Wolverhampton Pet Dec 17 Ord Dec 30
 ARAM, JOHN, and JOHN LAWSON ARAM, Lincoln, Carpet Dealers Lincoln Pet Dec 29 Ord Dec 29
 BARLOW, FREDERICK, Nottingham, Hay Dealer Nottingham Pet Dec 29 Ord Dec 29
 BENJAMIN, SAMUEL, Borough High st, Basket Manufacturer High Court Pet Dec 6 Ord Dec 30
 BINGHAM, ELIZABETH BINGHAM, JAMES BINGHAM, and REUBEN BINGHAM, Nottingham, Confectioners Nottingham Pet Dec 8 Ord Dec 29
 BIRD, THOMAS, Walsall, Brown Saddler Walsall Pet Dec 30 Ord Dec 30
 BLAZEY, BENJAMIN, Wymondham, Norfolk, Builder Norwich Pet Dec 29 Ord Dec 29
 BOOTH, HARVEY HILTON, Nottingham, Mantle Maker Nottingham Pet Dec 11 Ord Dec 29
 BOURNIFREY, JOSEPH, and SAMUEL WILLIAMSON, Liverpool, Corn Factors Liverpool Pet Dec 30 Ord Dec 31
 BRASIER, JAMES, Oxford, Surrey, Carpenter Croydon Pet Dec 22 Ord Dec 29
 BROWN, MAXIMILIAN, Dewhurst rd, West Kensington, late Stockbroker's Clerk High Court Pet Dec 30 Ord Dec 30
 BULLOCK, JESSE, the younger, Middlesbrough, Ironworker Middlesbrough Pet Dec 30 Ord Dec 30
 BURDUS, MARY ANN, West Manley, Tiverton, Devon, Widow Exeter Pet Nov 31 Ord Dec 29
 CLODE, WILLIAM THOMAS, Chestnut st, nr Sittingbourne, Kent, Builder Rochester Pet Dec 31 Ord Dec 31
 COLCLOUGH, ISAAC, Hanley, Bricklayer Hanley Pet Dec 10 Ord Dec 31
 CORTON, THOMAS, Leicester, Boot Dealer Leicester Pet Dec 31 Ord Dec 31
 COX, WILLIAM, Headingley, Leeds, Builder Leeds Pet Dec 31 Ord Dec 31
 CRANNIS, MARTIN, Ipswich, Auctioneer Ipswich Pet Dec 29 Ord Dec 29
 DAWSON, ARTHUR JOHN ROPER, York, late Innkeeper York Pet Dec 29 Ord Dec 29
 DE SANHES, P. C. HAYMANTON, Managing Director of the Condal Water Co High Court Pet April 16 Ord Dec 29
 DEWREY, WILLIAM, Methwold, Hythe, Norfolk, Farmer King's Lynn Pet Dec 30 Ord Dec 30
 EMOND, ROBERT, New Swindon, Wilts, Boot Supplier Swindon Pet Dec 30 Ord Dec 30
 ESCUDIE, AUGUSTIN, Portsmouth, Somerset, Dairyman Bristol Pet Dec 11 Ord Dec 29
 FLINN, PATRICK MORRISON, Mawgan in Menage, Cornwall, Clerk in Holy Orders Truro Pet Dec 31 Ord Dec 31

FROST, WILLIAM, Newbury, Berks, Fruiterer Newbury Pet Dec 30 Ord Dec 30
 GREEN, JOHN HENRY, Leeds, Boot Manufacturer Leeds Pet Dec 30 Ord Dec 30
 HALL, FREDERICK WILLIAM, Gt Grimsby, Cowkeeper Gt Grimsby Pet Dec 29 Ord Dec 29
 HIRST, JOHN JAMES, Castleford, Yorks, Grocer Wakefield Pet Dec 30 Ord Dec 30
 HORWELL, WILLIAM, York, Brick Manufacturer York Pet Dec 5 Ord Dec 29
 JONES, JOHN EDWARD, Llandiloes, Montgomery, Draper Newtown Pet Dec 3 Ord Dec 29
 JONES, ROBERT, Ebbw Vale, Mon, Meat Salesman Tredegar Pet Dec 22 Ord Dec 29
 KING, GEORGE, Fulham rd, High Court Pet Aug 11 Ord Dec 29
 LAMBRICK, THOMAS A, Porth, Glam, Builder Pontypridd Pet Dec 19 Ord Dec 30
 LAYNE, BENJAMIN CHARLES, Gracechurch st, Tailor High Court Pet Nov 27 Ord Dec 30
 NAY, WILLIAM, Whitley, Yorks, Innkeeper Stockton on Tees and Middlesbrough Pet Dec 6 Ord Dec 29
 NICKOLLS, CHARLES ALBERT, Glengall rd, High rd, Kilburn, Upholsterer Canterbury Pet Dec 29 Ord Dec 29
 OPPENHEIMER, ADOLPHUS, Montague pl, Russell sq, Merchant High Court Pet July 3 Ord Dec 29
 OWEN, OWEN, ELLEN OWEN, and GRIFFITH WILLIAMS, Shop Tal, Llangristolus, Anglesey, Grocers Bangor Pet Dec 18 Ord Dec 30
 PACKWOOD, GEORGE, Openshaw, Lancs, Solicitor's Clerk Manchester Pet Dec 29 Ord Dec 29
 PARKINSON, THOMAS, Halifax, Stock Broker Halifax Pet Dec 5 Ord Dec 31
 POTTER, JOSEPH, Wednesbury, Boot Maker Walsall Pet Dec 18 Ord Dec 31
 REES, JENKIN, and STEPHEN THOMAS REES, Aberavon, Glam, Builders Neath Pet Nov 29 Ord Dec 30
 RICHTER, H., the Avenue, Bruce grove, Tottenham, Commission Agent Edmonton Pet Nov 21 Ord Dec 29
 SIVITER, STEWART SPENCER, Halecown, Worcs, Gun Barrel Manufacturer Stourbridge Pet Oct 20 Ord Nov 10
 SPANIER, MAGNUS, Edith grove, Chelsea, Art Dealer High Court Pet Dec 23 Ord Dec 30
 SPARKS, CHARLES FRANKLIN, Addlestone, Surrey, Grocer Kingston, Surrey Pet Dec 18 Ord Dec 29
 STRONG, EDWARD, Qowde, Wilts, Beerhouse Keeper Bath Pet Dec 22 Ord Dec 29
 TUPPER, JOHN, East Grays, Essex, Grocer Rochester Pet Dec 29 Ord Dec 29
 WALLERS, JOSEPH JAMES, Lichfield, Grocer Walsall Pet Dec 19 Ord Dec 31
 WELLS, CHARLES, Hucknall Torkard, Notts, Collier Nottingham Pet Dec 29 Ord Dec 29
 WELLS, CHARLES WILLIAM, Cheltenham, Licensed Victualler Cheltenham Pet Dec 6 Ord Dec 29
 WESTMORELAND, MARY, Folkestone, Private Hotel Keeper Canterbury Pet Dec 10 Ord Dec 30
 WHITFIELD, EDWARD C., Lindfield, Sussex, Brighton Pet Sept 27 Ord Dec 29
 WILLIAMS, CHARLES JAMES, Trelleck, Mon, Innkeeper, Newport, Mon Pet Dec 30 Ord Dec 30
 WILLIAMS, JOHN HOOD, Haverfordwest, Watchmaker Pembroke Dock Pet Dec 29 Ord Dec 30
 WOOD, JOHN, Oulton, Suffolk, Steam Tug Owner Great Yarmouth Pet Dec 30 Ord Dec 30
 WRIGHT, ARTHUR, Brownhills, Staffs, Clothier Walsall Pet Dec 5 Ord Dec 30

London Gazette—TUESDAY, Jan. 6.

RECEIVING ORDERS.

BAIKES, EDWARD, Beechcliffe, Keighley, Yorks, Provision Salesman Bradford Pet Jan 2 Ord Jan 2
 BELL, WILLIAM, and JOHN BELL, Newcastle on Tyne, Provision Merchants Newcastle on Tyne Pet Jan 2 Ord Jan 3
 CHIMNEY, DAVID, Kingston upon Thames, Club Proprietor Kingston, Surrey Pet Dec 5 Ord Dec 29
 COCKS, ANN, EDWARD COCKS, and PHILIP COCKS, Shipton, nr Much Wenlock, Salop, late Farmers Shrewsbury Pet Dec 19 Ord Dec 31
 COLEMAN, HENRY WILSON, and HERBERT EDWARD COLEMAN, Birmingham, Grocers Birmingham Pet Jan 3 Ord Jan 3
 CULVERHOUSE, ABRAHAM, Wolverton, Bucks, Grocer's Manager Northampton Pet Dec 31 Ord Dec 31
 CURTICE, ALFRED JAMES, Newcastle on Tyne, Tobacconist Newcastle on Tyne Pet Jan 2 Ord Jan 2
 DAVIES, DAVID, Landore, Swansea, Working Collier Swansea Pet Dec 31 Ord Dec 31
 EALDES, FREDERICK GILBERT, Dover, Baker Canterbury Pet Dec 31 Ord Dec 31
 FREYBERG, JAMES, Chester sq, Eaton sq, Auctioneer High Court Pet Jan 1 Ord Jan 1
 GILL, JOHN, Badley Cat, Yorks, Confectioner Dewsbury Pet Jan 2 Ord Jan 2
 GOLDBERG, B. St Mary's ter, Hatfield rd, Edgware rd High Court Pet Jan 2 Ord Dec 8
 GRABURN, EDMUND BROMHEAD, General Post Office, Clerk in the Accountant and Receiver-General's Office High Court Pet Jan 3 Ord Jan 3
 HARRIS, MOSES, Leeds, Boot Manufacturer Leeds Pet Jan 2 Ord Jan 2
 HAWOOD, ARTHUR, Farnham, Surrey, Furniture Dealer Guildford and Godalming Pet Jan 3 Ord Jan 3
 HITCH, EVAN CAMERON, Billiter st, Commission Agent High Court Pet Nov 13 Ord Jan 2
 ISGNEY, CHARLES, Queen Victoria st, Civil Engineer High Court Pet Dec 17 Ord Jan 2
 PAGE, ALFRED FRANK, King William st, Ham Dealer High Court Pet Dec 19 Ord Jan 3
 PHILPOTT, FREDERICK HOWMAN, Droitwich, Baker Worcester Pet Jan 3 Ord Jan 3
 RICHMOND, ALFRED, Bradford, Yeast Dealer Bradford Pet Jan 3 Ord Jan 3
 ROBERTS, ROBERT OWEN, Holyhead, Anglesey, Fruit Dealer Bangor Pet Jan 3 Ord Jan 3

RUSSELL, JAMES, Sutton, Surrey, Builder Croydon Pet Dec 13 Ord Dec 31
 THOMPSON, ROBERT, the younger, Diss Heywood, Diss, Norfolk, Farmer Great Yarmouth Pet Jan 2 Ord Jan 2
 WILKINS, WALTER, New Eltham, Kent, Jobmaster Greenwich Pet Jan 2 Ord Jan 2

FIRST MEETINGS.

ARAM, JOHN, and JOHN LAWSON ARAM, Lincoln, Carpet Dealers Jan 15 at 12.30 Off Rec, 31, Silver st, Lincoln
 BAINES, EDWARD, Beechcliffe, Keighley, Yorks, Provision Salesman Jan 16 at 3.30 Off Rec, 31, Manor row, Bradford
 BAMBER, WILLIAM BENTON, Gt Grimsby, Painter Jan 14 at 12 Off Rec, 3, Haven st, Gt Grimsby
 BARRETT, FREDERICK, Nottingham, Hay Dealer Jan 13 at 12 Off Rec, St Peter's Church walk, Nottingham
 BARTLE, GEORGE, Scunthorpe, Lincs, Watchmaker Jan 14 at 11 Off Rec, 3, Haven st, Gt Grimsby
 BELL, WILLIAM, and JOHN BELL, Newcastle on Tyne, Provision Merchants Jan 17 at 11 Off Rec, Pink lane, Newcastle on Tyne
 BLACK, ROBERT, and JOHN DOWNIE ADAIR, Malton, Yorks, Nurserymen Jan 21 at 11.30 George Hotel, Malton
 BLAZET, BENJAMIN, Wyndham, Norfolk, Builder Jan 17 at 11 Off Rec, 8, King st, Norwich
 BOLTON, JOHN, jun, Wordsley, nr Stourbridge, Glass Manufacturer Jan 14 at 1.45 Thomas Wall, Solicitor, Stourbridge
 BOORMAN, RICHARD, Tunbridge Wells, late Baker Jan 14 at 2 Spencer & Reeves, Tunbridge Wells
 BROCKWELL, ARTHUR BUTLER, Scarborough, Tutor Jan 14 at 11 Off Rec, 74, Newborough st, Scarborough
 BURDIN, MARY ANN, Newcastle on Tyne, Draper Jan 21 at 11 Off Rec, Pink lane, Newcastle on Tyne
 COCKS, ANN, EDWARD COCKS, and PHILIP COCKS, Shipton, nr Much Wenlock, Salop, late Farmers Jan 15 at 2 Off Rec, Shrewsbury
 CORTON, THOMAS, Leicester, Bootdealer Jan 13 at 12.30 Off Rec, 34, Friar lane, Leicester
 CROWTHER, CHARLES, Leeds, Plumber Jan 14 at 11 Off Rec, 22, Park row, Leeds
 CURTICE, ALFRED JAMES, Newcastle on Tyne, Tobacconist Jan 15 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
 EALDES, FREDERICK GILBERT, Dover, Baker Jan 16 at 9.30 Off Rec, 5, Castle st, Canterbury
 EBYE, WILLIAM ADOLPHUS, Coombe Hill, nr Cheltenham, Solicitor Jan 13 at 3.30 County Court bldgs, Cheltenham
 ENGELHARD, CHARLES WILLIAM, Gt St Helen's, Importer of Foreign Goods Jan 16 at 1 33, Carey st, Lincoln's inn
 FARROW, WILLIAM, Kingston upon Hull, Waggonette Driver Jan 13 at 11.30 Off Rec, Trinity house lane, Hull
 FREEMAN, GEORGE MARPLES, Kingston upon Hull, Licensed Victualler's Manager Jan 13 at 11 Off Rec, Trinity house lane, Hull
 GREENAWAY, RICHARD, Catford Hill, Kent, Carpenter Jan 13 at 11.30 24, Railway approach, London Bridge
 HALL, FREDERICK WILLIAM, Great Grimsby, Cowkeeper Jan 14 at 12.30 Off Rec, 3, Haven st, Great Grimsby
 HINDMARSH, WILLIAM JOHN, Hartlepool, Tailor Jan 15 at 11.30 Off Rec, 25, John st, Sunderland
 HIRST, JOHN JAMES, Castleford, Yorks, Grocer Jan 13 at 11 Off Rec, Bond ter, Wakefield
 HOLLAND, THOMAS SIMMONS, Sandringham rd, Dalston, Auctioneer Jan 20 at 11 33, Carey st, Lincoln's inn fields
 JONES, ROBERT, Ebbw Vale, Mon, Meat Salesman Jan 14 at 12 Off Rec, Merthyr Tydfil
 MEER, WILLIAM, Great Driffield, Yorks, Tailor Jan 13 at 12 Off Rec, Trinity house lane, Hull
 MONDON, PETER, Falcon sq, Silk Importer Jan 16 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 MURRELL, W. C., Dockhead, Bermondsey, Coal Merchant Jan 20 at 12 Bankruptcy bldgs, Lincoln's inn fields
 NICKOLLS, CHARLES ALBERT, Glengall rd, High rd, Kilburn, Upholsterer Jan 16 at 10 Off Rec, 5, Castle st, Canterbury
 PAXTON, WILLIAM GEORGE, Barnsley, Boot Maker Jan 16 at 12 Off Rec, 1, Hanson st, Barnsley
 PERRY, THOMAS, Birmingham, Fruiterer Jan 14 at 11 25, Colmore row, Birmingham
 POTTER, JOSEPH, Wednesbury, Boot Maker Jan 21 at 11 Off Rec, Walsall
 RAWSON, WALTER, Kingston upon Hull, Grocer Jan 13 at 12.30 Off Rec, Trinity house lane, Hull
 RICHARDSON, WILLIAM, Mitre chmbrs, Mitre cat Jan 15 at 11 33, Carey st, Lincoln's inn fields
 SLAVIN, FRANK PATRICK, Chelverton rd, Putney, Pugilist Jan 19 at 11.30 24, Railway approach, London Bridge
 SMITH, JOSEPH, Gt Grimsby, Tailor Jan 14 at 11.30 Off Rec, 3, Haven st, Gt Grimsby
 SPARKS, CHARLES FRANKLIN, Addlestone, Surrey, Grocer Jan 13 at 12.30 24, Railway approach, London Bridge
 THRELFALL, WILLIAM, Barnsley, Boot Manufacturer Jan 16 at 11.30 Off Rec, 1, Hanson st, Barnsley
 WADGE, EDWIN HARVEY, Trefry, Linkinhorne, Cornwall, no occupation Jan 16 at 2.30 10, Athenaeum terrace, Plymouth
 WADGE, ISABELLA, Trefry, Linkinhorne, Cornwall, Farmer Jan 16 at 3 10, Athenaeum terrace, Plymouth
 WALLERS, JOSEPH JAMES, Lichfield, Grocer Jan 21 at 10.30 Off Rec, Walsall
 WELLS, CHARLES, Hucknall Torkard, Notts, Collier Jan 13 at 11 Off Rec, St Peter's Church walk, Nottingham
 WESTMORELAND, MARY, Folkestone, Private Hotel Keeper Jan 14 at 4 75, Sandgate rd, Folkestone
 WILLIAMS, JAMES, Maidloe, Newport, Mon, Builder Jan 14 at 12 Off Rec, Council chmbrs, Corn st, Newport, Mon
 WOOD, JOHN, Oulton, Suffolk, Steam Tug Owner Jan 13

at 10.15 Lovell Blake, South Quay, Great Yarmouth
 WRIGHT, ARTHUR, Brownhills, Staffs, Clothier Jan 21 at 11.30 Off Rec, Walsall

The following amended notice is substituted for that published in the London Gazette of Dec 30.
 GRAINGER, JAMES, Ryde, I.W., Ironmonger Jan 13 at 3 Chamber of Commerce, 145, Cheapside

ADJUDICATIONS.

BOORMAN, RICHARD, Tunbridge Wells, Baker Tunbridge Wells Pet Nov 28 Ord Jan 1
 BRODIE, CHARLES BURCHETT, Coleman st, Secretary of Public Companies High Court Pet Dec 6 Ord Jan 3
 CAPLEN, WILLIAM, and JAMES WILLIAM REDGRAVE, Croydon, Surrey, Builders Croydon Pet Nov 3 Ord Dec 31
 CHARTER, JOHANN, Noble st, Falcon sq, Manufacturer's Agent High Court Pet Dec 31 Ord Jan 1
 CULVERHOUSE, ABRAHAM, Wolverton, Bucks, Grocer's Manager Northampton Pet Dec 31 Ord Dec 31
 DAVIES, DAVID, Landore, Swansea, Working Collier Swansea Pet Dec 31 Ord Dec 31
 DAWBER, JOSEPH, Kingston upon Hull, Solicitor Kingston upon Hull Pet Nov 6 Ord Jan 3
 EALDES, FREDERICK GILBERT, Dover, Baker Canterbury Pet Dec 31 Ord Dec 31
 ERIDGE, ALFRED, Eastbourne, Joiner Eastbourne Pet Dec 11 Ord Jan 1
 HARRIS, MOSES, Leeds, Boot Manufacturer Leeds Pet Jan 2 Ord Jan 2
 MACDONA, HENRY WILLIAM, King st, Cheapside, Insurance Agent High Court Pet Nov 6 Ord Jan 2
 MASON, WILLIAM, City rd, Cabinet Maker High Court Dec 29 Ord Jan 1
 OTTEWELL, JANE, Leicester, Licensed Victualler Leicester Pet Dec 15 Ord Jan 3
 PHILPOTT, FREDERICK HOWMAN, Droitwich, Baker Worcester Pet Jan 3 Ord Jan 3
 PRIOR, CHARLES, late of Tring, Herts, Builder Aylesbury Pet Dec 31 Ord Jan 3
 RICE, M. R., Shepherd's Bush rd, Shepherd's Bush, Builder High Court Pet Nov 18 Ord Jan 2
 RICHMOND, ALFRED, Bradford, Yeast Dealer Bradford Pet Jan 1 Ord Jan 3
 ROBERTS, ROBERT OWEN, Holyhead, Anglesey, Fruit Dealer Bangor Pet Jan 2 Ord Jan 3
 RUSSELL, JAMES, Sutton, Surrey, Builder Croydon Pet Dec 3 Ord Dec 31
 SMITH, RALPH, Camberwell Station rd, Builder High Court Pet Dec 15 Ord Jan 2
 TAYLOR, HARRY, Linton ter, Lampton rd, Hounslow, House Agent Brentford Pet June 18 Ord Dec 29
 TAYLOR, JOHN DAVID, Barrow in Furness, Contractor Tredegar Pet Dec 11 Ord Dec 12
 THOMPSON, ROBERT, the younger, Diss Heywood, Diss, Norfolk, Farmer Great Yarmouth Pet Jan 1 Ord Jan 2
 VAN KEESTEREN, FREDERICK JOHN, late of Approach rd, Victoria Park, Cheesemonger High Court Pet Nov 6 Ord Jan 3
 WILKINS, WALTER, New Eltham, Kent, Job Master Greenwich Pet Jan 2 Ord Jan 2

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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